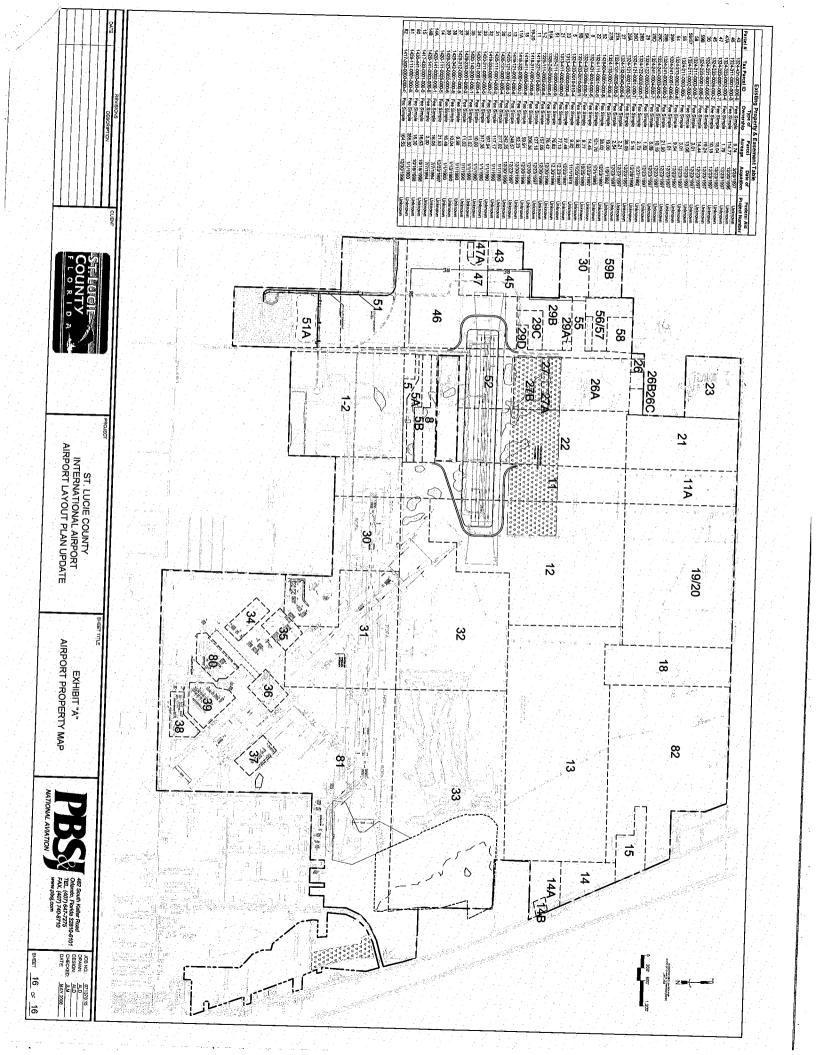




In researching property transactions starting prior to World War II, it came to our attention that two parcels of property shown in previous airport layout plan sets as Parcels 14B and part of Parcel 81 were in fact never owned by the airport or St. Lucie County. Further, no revenue has ever been received from these two parcels.

Since these two parcels have been included in two previously approved airport layout plan sets, it was requested by FAA Airport Districts Office that Title Search data be provided detailing that this property was never part of the airport property, and is not entailed under FAA or FDOT Grant Assurance requirements.

The following documentation includes the previous Exhibit A Property Map which was conditionally approved in 2007 as well as Title Search data on the two parcels in question.



RECORD TITLE SEARCH REPORT

Issued by

ATLANTIC COASTAL TITLE CORPORATION

3850 20th Street, Suite 6, Vero Beach, Florida 32960 Telephone: (772) 569-4364

ACTC File No:

29077548

Customer Ref:

Map Parcel 14B

This report is issued to:

The LPA Group, Incorporated 4503 Woodland Corporate Boulevard Suite 400 Tampa, FL 33614

Section I. DESCRIPTION OF LANDS THAT WERE SEARCHED:

The Southerly 286.34 feet, as measured along the Westerly right-of-way line of U.S. Highway No. 1 (State Road No. 5) of the Easterly 324.20 feet, as measured along the Southerly line of lands described in O. R. Book 545, Page 1045, of the Public Records of St. Lucie County, Florida, Less the Easterly 20.45 feet as measured along the Southerly line of O. R. Book 545, Page 1045 of the Northerly 181.34 feet, as measured along the right-of-way of said U.S. Highway No. 10f the above described, of the lands described in said O. R. Book 545, Page 1045 and described as follows:

From the Northeast corner of the Southeast 1/4 of the Northeast 1/4, run North 88 degrees 07' West, on the North quarter-quarter section line, 313.7 feet to the West right-of-way line of U.S.#1 (State Road #5) and the Point of Beginning; thence South 23 degrees 40' East, 593.68 feet; thence South 79 degrees 35' West, 1285 feet, more or less, to the West line of the Southeast 1/4 of the Northeast 1/4; thence Northerly along said West line, 808 +/- feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4; thence South 88 degrees 07' East, along the North quarter-quarter line of 1017.39 feet to the Point of Beginning, lying and being in Section 20, Township 34 South, Range 40 East, Public Records of St. Lucie County, Florida.

Section II. PERIOD SEARCHED, PRIOR EVIDENCE RELIED UPON, AND APPARENT FEE TITLE HOLDER ON THE BEGINNING DATE OF THIS SEARCH:

Beginning Date and Time - **February 11, 1937**Ending Date and Time - **April 16, 2009** at 5:00 PM
Prior Title Evidence -

N/A

Apparent Fee Title Holder -

Lloyd Properties, Ltd, a Florida limited partnership

Section III. PROPOSED PURCHASER (if provided by Customer):

N/A

Section IV. REAL PROPERTY TAX INFORMATION:

Parcel ID Number - 1420-141-0003-000-8

Gross Taxes - \$12,409.90

Taxes are - Paid

Section V. ITEMS FOUND DURING THE PERIOD SEARCHED - The following items were discovered during the period searched which would appear to have an effect on title, each of which must be considered and evaluated in determining insurability and the current condition of title as to the lands identified in Section I. Copies of each item reported is attached hereto, and specifically made a part hereof by reference:

Vesting Deed:

Warranty deed from Malcolm H. Rowand, also known as Malcolm B. Rowand, unremarried surviving spouse of Sharon Rowand, deceased, in favor of Lloyd Properties, Ltd., a Florida limited partnership, recorded August 4, 2004 in O. R. Book 2035, at Page 1268.

Prior Chain Instruments:

- 1. Warranty deed from John G. Hicks, unmarried, in favor of John J. Torpey, recorded February 11, 1937 in Deed Book 89, at Page 303.
- 2. Warranty deed from John J. Torpey, unmarried, in favor of E.J. McDougall and Margaret N. McDougall, his wife, and Thomas E. Carter, recorded January 31, 1946 in Deed Book 121, at Page 503.

- 3. Warranty deed from Thomas E. Carter, unmarried, and E.J. McDougall and Margaret N. McDougall, his wife, in favor of Lenora E. Swanson, recorded March 12, 1947 in Deed Book 132, at Page 497.
- 4. Warranty deed from Lenora E. Swanson, joined by R.P. Swanson, her husband, in favor of Evangeline Sagy, recorded April 7, 1947 in Deed Book 133, at Page 416.
- 5. Warranty deed from Evangeline Sagy in favor of Sid L. Nathanson and Monica Nathanson, his wife, recorded July 13, 1973 in O. R. Book 204, at Page 608.
- 6. Warranty deed from Sid L. Nathanson and Monica Nathanson, his wife, in favor of Frank Sardinha and Belmira C. Sardinha, his wife, recorded December 12, 1973 in O. R. Book 221, at Page 2303.
- 7. Warranty deed from Frank Sardinha and Belmira C. Sardinha, his wife, in favor of Bill Stewart and Marlene T. Stewart, his wife, recorded June 24, 1977 in O. R. Book 270, at Page 487.
- 8. Warranty deed from Bill Stewart and Marlene T. Stewart, his wife, in favor of Herbert Rochester, recorded April 9, 1985 in O. R. Book 461, at Page 91.
- 9. Warranty deed from Herbert Rochester in favor of Nicholas M. Simos and Florence Simos, his wife, and Herbert T. Clark, III and Sharon D. Clark, his wife, recorded June 9, 1987 in O. R. Book 545, at Page 1045.
- 10. Warranty deed from Nicholas M. Simos and Florence Simos, his wife, and Herbert T. Clark, III and Sharon D. Clark, his wife, in favor of Sharon Rowand, recorded July 10, 1992 in O. R. Book 798, at Page 2907.
- 11. Quit Claim deed from Sharon Rowand and Malcolm B. Rowand, her husband, in favor of Malcolm B. Rowand and Sharon Rowand, his wife, recorded March 11, 1998 in O. R. Book 1131, at Page 1618.

Open Mortgages, Liens, Judgments, etc:

1. That certain mortgage Lloyd Properties, Ltd, a Florida limited partnership, in favor of Riverside National Bank of Florida, recorded on March 21, 2005, in O. R. Book 2190, at Page 1513 (said mortgage having been given to secure the original principal sum of \$308,000.00); together with Assignment of Rents recorded in O. R. Book 2190, at Page 1529; and Financing Statement (UCC-1) recorded in O. R. Book 2190, at Page 1526.

CAUTION!

Users of this report are cautioned to take note that if the search upon which this report was based commenced on the effective date of any prior title insurance policy or commitment, those matters reflected in that prior policy or commitment (such as open mortgages) may not be reflected herein unless they have been satisfied, released, or otherwise modified or extended since the effective date of the prior evidence relied upon.

Section VI. BASE TITLE INFORMATION - For the convenience and guidance of the user of this report, the following are those matters common to the subdivision or area in which the lands described herein are located, according to information on file in the Company's data base:

- 1. Those matters normally pre-printed in title insurance commitments issued in the State of Florida.
- 2. Any portion of the lands described herein that are submerged; that lies seaward of any coastal construction set-back line; any portion that could be considered sovereign lands; the nature or extent of riparian and/or littoral rights; Navigational Servitude; and any other "water" matters; if same are applicable.
- 3. Any matters, including easements, restrictions, conditions or limitations shown and/or reserved on any plat of subdivision of which subject land is a part.
- 4. Restrictions, reservations and limitations; and the terms, provisions and covenants relative to same, according to instrument recorded in O. R. Book 798, at Page 2910.
- 5. Easement(s) in favor of American Telephone and Telegraph Company, as reserved and according to instrument recorded in Deed Book 136, at Page 116.
- 6. Easement(s) in favor of BellSouth Telecommunications, Inc., as reserved and according to instrument recorded in O. R. Book 2645, at Page 2518.
- 7. Subject to the right-of-way of U.S. Highway No. 1 (State Road No. 5), as same is now laid out and in use.

Note: All references herein to recorded instruments refer to recordations contained within the public records of the county in which the land is located. Reference to instruments among the public records refer to the first recorded page of the instrument, but include by reference all pages recorded under the Clerk's File Number assigned to the instrument referred to.

CERTIFICATION

This is to certify that the Company, using a standard of care routine, prudent and common in the preparation of an *Abstract of Title* in the State of Florida (except as modified hereinafter) did cause to be conducted a search of the Public Record of the County in which the herein described land is located, for the purpose of determining those matters appearing of record during the period searched, that would seem to affect title to the lands described herein; and (if applicable) to provide base title information that will assist in the determination of insurability of the title to subject land.

This product does not reflect any uncertified judgments; nor does it report any claims of lien (mechanics') or Notices of Commencement recorded more than thirteen (13) months prior to the effective date hereof; unsatisfied mortgages having a determinable date of maturity at least five (5) years and one (1) month prior to the effective date hereof, Financing Statements (UCC-1s) more than five (5) years and one (1) month old (unless extended of record); or any other matters which appear to be barred as liens or encumbrances upon title to the land described herein by operation of law. The Company has caused a search of the names of all record owners for a period of twenty (20) years prior to the effective date hereof, and found no objectionable matters except as otherwise indicated.

This report covers that period of time beginning on the effective date and time of prior title evidence on file with the Company (as indicated in Section II herein), which may be a previously issued title insurance policy or commitment, a Company "master" examination, or the "earliest public record" (which is defined as the date of recording of a root deed as established by the Florida Marketable Record Titles Act); and continues through the "Ending Date and Time" indicated in Section II herein.

Tax information provided in Section IV of this report is as abstracted from the records of the Tax Collector's office of the county in which the land is located. If outstanding tax certificates were noted, same are reported in Section V herein, as are any special assessments discovered in the normal course of abstracting the records of the Tax Collector or the Official Record Books.

If this report is based on a prior title insurance policy or commitment, any standard exceptions common to the subdivision or area in which the land described herein is located that were reported in the prior title evidence were checked against those matters on file with the Company relative to this particular parcel of land. Inconsistencies were noted, checked, and the Company's data base was corrected prior to the production of this report, if required.

The product to which this certificate is attached is issued under the following conditions: (a) No specific search was made for special assessments or governmentally imposed liens not shown in the Official Record Books; nor was any search made of the records of any United States District Court. Consequently no matters are reflected herein other than those appearing in the Official Record Books of the County in which the land is located, and the Company assumes no liability for loss or damage occasioned as the result of any such matters. In addition, all names searched coincident to this product were searched exactly as they appear in title, or as set forth herein. The status of corporations or partnerships appearing in the chain of title have not been verified with any applicable governmental agencies or other authorities. (b) The Company assumes no liability for loss or damage occasioned as the result of failure of any party relying upon this product, to strictly comply with

those real estate closing practices that are normal, routine and prudent in the State of Florida. (c) This certificate is void, and no liability shall be assumed by the Company for errors, omissions or inaccuracies in the product, in the event payment for same is not made.

Certified to The LPA Group, Incorporated as of April 16, 2009 (the "Effective Date").

ATLANTIC COASTAL TITLE CORPORATION

Authorized Signatory

ACTC File No:

29077548

Customer Ref:

Map Parcel 14B

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY File Number: 2454509 OR BOOK 2035 PAGE 1268 Recorded:08/04/04 13:31

This Document Prepared By and Return to:
JOSEPH J. DE ROSS, JR. PA
401 S. INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA 34950
COURTHOUSE BOX 25

* Doc Assump: \$ 0.00 * Doc Tax : \$ 4,550.00 * Int Tax : \$ 0.00

Parcel ID Number: 1420-141-0002-000-1

Warranty Deed This Indenture, Made this 3rd/ August 2004 A.D., Between MALCOLM H. ROWAND A/K/A MALCOM B. ROWAND . THE UNREMARRIED SURVIVING SPOUSE OF SHARON ROWAND, DECEASED of the County of ST.LUCIE State of Florida grantor, and LLOYD PROPERTIES, LTD. a Florida limited partnership whose address is: 200 S. INDIAN RIVER DRIVE, of the County of St. Lucie State of Florida , grantee. Witnesseth that the GRANTOR, for and in consideration of the sum of -----TEN DOLLARS (\$10)-----

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

THE SOUTHERLY 286.34 FEET, AS MEASURED ALONG THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) OF THE EASTERLY 324.20 FEET, AS MEASURED ALONG THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 545, PAGE 1045 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE EASTERLY 20.45 FEET AS MEASURED ALONG SAID SOUTHERLY LINE OF O.R.B. 545, PG. 1045 OF THE NORTHERLY 181.34 FEET, AS MEASURED ALONG THE RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 1 OF THE ABOVE DESCRIBED LANDS, OF THE LANDS DESCRIBED IN SAID O.R.B. 545, PG. 1045 AND AS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 RUN NORTH 88 07 WEST ON THE NORTH QUARTER QUARTER SECTION LINE 313.7 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. #1 (STATE ROAD #5) AND THE POINT OF BEGINNING; PHENCE SOUTH 23 40 EAST RIGHT-OF-WAY LINE 593.68 FEET; THENCE SOUTH 79 35 WEST 1285 FEET MORE OR LESS TO THE WEST LINE OF THE SE 1/4 OF THE NE 1/4; THENCE NORTHERLY ALONG SAID WEST LINE 808 +/- FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4; THENCE SOUTH 88 07' EAST ALONG THE NORTH QUARTER-QUARTER LINE OF 1017.39 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 20, TOWNSHIP 34 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

(Continued on Attached)

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, scaled and delivered in our presence:

Malcolm H. Rowand, A/K/M Malcom B.	Malcolm H. Rowand, A/K/M Malcom B.		
Witness	Printed Name:	Malcolm H. Rowand	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044
Printed Name:	Malcolm H. Rowand	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044	
Witness	Malcolm H. Rowand	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044	
Printed Name:	Malcolm H. Rowand	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044	
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Printed Name:	Malcolm H. Rowand	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044	
Printed Name:	Malcolm H. Rowand	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044	
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Printed Name:	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044		
Printed Name:	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044		
Printed Name:	P.O. Address: 1150 BAYSHORE DR., FT. RIERCE, FL 34949-3044		
Printed Name:	P		

STATE OF Florida COUNTY OF ST.LUCIE

The foregoing instrument was acknowledged before me this **3rd** day of **August** ,2004 by MALCOLM H. ROWAND, A/K/A MALCOM B. ROWAND, THE UNREMARRIED SURVIVING SPOUSE OF SHARON ROWAND, DECEASED

he is personally known to me or he has produced his Florida driver's license as identification



Printed Name Angel Right
Notary Public
My Commission Expires:

Warranty Deed - Page 2

Parcel ID Number: 1420-141-0002-000-1

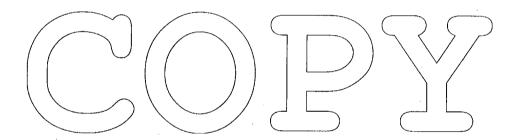
OR BOOK 2035 PAGE 1269

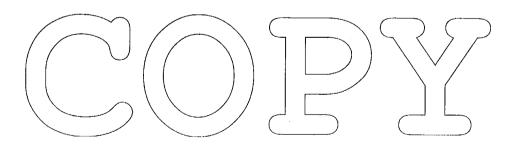
TOGETHER WITH:

A 30.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY 30.00 FEET OF THE EASTERLY 20.00 FEET OF THE NORTHERLY 181.34 FEET OF THE SOUTHERLY 286.34 FEET, THE LAST TWO CALLS BEING MEASURED ALONG THE RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 1, OF THE LANDS DESCRIBED IN SAID O.R.B. 545, PAGE 1045 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND FURTHER, TOGETHER WITH:

ALL EQUIPMENT AND FIXTURES SITUATE UPON THE DESCRIBED REAL PROPERTY, AND ALL LEASES MADE IN RESPECT OF SUCH REAL PROPERTY, OR PORTIONS THEREOF, THE LANDLORD'S INTEREST IN WHICH ARE HEREBY AFFIRMED, SET OVER AND CONVEYED BY GRANTOR TO GRANTEE HEREBY.





THIS INDENTURE, Made this. 11th John G. Hicks, unmarried,

... A.D. 19 37 BETWEEN.

Florida

of the County of Saint Lucid

JOHN J. TORPEY

and State of Plorida

WITNESSETH. That the said part y of the first part, for and in consideration of the sum of

ONE DOLLAR AND OTHER VALUABLE

CONSIDERATIONS

him in hand paid, the receipt whereof is heroby acknowledged, ha. S. granted, bargained, sold and transferred, and by these presents doc. S. grant, bargain, sell and transfer unto the said part y of the second part, and

St. Lucie

his ... helre and assigns forever, all that certain parcel of land lying and being in the County of

..... Florida more particularly described as follows: The North Helf of the Southeast Quarter of the Northeast Quarter of Section Twenty, Township Thirty-four South, Range Forty (40) East, lying and being

. in St. Lucis County, Florida.

(10¢ Fla documentary stamp, cancelled)

TOGETHER with all the tenements, hereditements and appurtenances, with every privilege, right, title, interest and catate, dower and right of dower, reversion remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

And the said part y of the first part do 68 covenant with the said part y of the second part that he is it they are free from all lacumbrances and that 100 DOS pood right and lawful authority to sell the same; and the said part y of the first part 68 hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons who

IN WITNESS WHEREOF, the exid part y of the first part ha 8 hereunto set his hand Signed, sealed and delivered in our presence

Angus Summer

E. K. Sumner

John C. Hicks

STATE OF Florida.

COUNTY OF SAINT LUCIR

I HEREBY CERTIFY, That on this 211th day of

February

, A.D. 19 37, before me pere

JOHN C. HICKS; unmarried;

to me known to be the person described in and who executed the forego

John J. Torpey

Florida

Fort Pierce

in the County of Saint Lucie

(N. P. SRAL

, the day and year last aforesaid.

Notary Public State of Floride My commission expires: July 5

STATE OF PLORISA, COUNTY OF ST. LUCIE.

On this, 11th Pebruary

. A.D. 19 37 at 1:57

o'clock PM., this instrument was filed for record, and being duly 303 of Book 89 in the public records of said County.

nd and affixed the seal of the Circuit Court of the material Educical Circuit of said State, in and

Record Verilied

ada L. Fige

This Indenture

Made this

31st

day of

January

Beimeen

JOHN J. TORPEY, unmarried

of the County of St. Lucie and State of Florida part y one-half interest and E. J. McDOUGALL and MARGARET N. McDOUGALL HIS wife, /and THOMAS E. CARTER, unmarried, one-half interest. of the County of St. Lucie - Ola. and State of Florida part ies of the second part,

Witnesseth, that the said part y of the first part, for and in consideration of TEN and other valuable considerations the sum of Dollars. in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said parties of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie State of Florida, more particularly described as follows:

The North Half of SE2 of NE2 of Section 20, Township 34 South, Range 40 East, containing 20 acres more or less, but excepting therefrom the right of way for public roads now used and occupied by the State Road Department of Florida for what is known as the Dixie Highway. And to St. Lucie County for road purposes. AND the Nort

Half of the SW1 of SE1 of NE1 AND
The North Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter, of Section Twenty, Township Thirty-four, South, Range Forty East, containing time acres; more or less, EXCEPT that part used for public

Leginning at a point 150 feet east of the Southwest corner of the North five acres of the SW2 of NW1 of Section 21, Township 34 South, Range 40 East, lying West of the Florida East Coast. Railway right-of-way for a point of beginning, thence run West 150 feet, thence run North 229.5 feet, more or less, to the South boundary of the right-of-way of the Torpey Road; thence run North 200 degrees East along the South boundary of said right of way of Tarpey Road 102.5 feet; thence southerly 251.5 feet more or less to point of beginning: containing .65 acres more or less. to point of beginning; containing .65 acres more or less.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

On Mane and On Mold the same in fee simple forever. And the said part y of the first part does covenant with the said part 1es of the second that he is lawfully seized of the said premises, that they are free from all incumpart that he is I that he has good right and lawful authority to sell the same; and the said of the first part does hereby fully warrant the title to said land, and will defend brances and that the same against the lawful claims of all persons whomsoever.

In Witness Wherent, the said part y of the first part ha 8 hercunto hand and seal the day and year above written.

Sealed and Belivered in our Presence:

(SEAL)

(SEAL)

County :

A. D. 19

to me k

the exec tioned:

State of Florida.	
County of SAINT LUCIE	
I Hereby Certify That on this 31st	• • • • • • • • • • • • • • • • • • •
A. D. 1946 , before me personally appeared JOHN J. TORPEY	day of * January
to me known to be the person described in and who	
E. J. McDOUGALL, and MARGARET N. THOMAS E. CARTER, unmarried,	
the execution thereof to be his free act and deed tioned; and the tail	and severally acknowledged for the uses and purposes therein men-
	the wife of the said
and private examination taken and made by and before said husband, did acknowledge that she made horself a	o me; and separately and apart from her.
the purpose of renouncing, relinquishing and conveying of double or of separate property, statutory or equitable	r all har right title and interest subselve
and that she executed said deed freely and voluntarily, prehension or compulsion of or from her said husband.	or and without any constraint, fear, ap
[2019] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012] [2012	
mitness my signature and official scal at Form the County of St. Lucie	rt Pierce and State of Florida, the day and
year last aforesaid.	
4. * · \$ U //	1 Dunner
My Commission Expires 147 1847 Notes	ry Public State of Florida
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DRKW'S PORM R. S. 4

Benufactured and fee sale by The H. & W. H. Drew Company

900K 132 PAGE 497

This Indenture, Made this

3rd

day of

July

, A. D. 1046 .

Educen THOMAS E. CARTER, unmarried, of the County of Palm Beach and State of Florida, and E. J. McDOUGALL and MARGARET N. McDOUGALL, his wafe

of the County of St. Lucie and State of Florida parties of the first part, and LENORA E. SWANSON whose mailing address is Pleasantview Inn, Route #2, Fort Pierce, of the County of St. Lucie and State of Florida

Subject to restrictions, reservations, and easements of record.

Subject to first mortgage dated landery that, 1000, 2000, which sutgage the Grantee herein assumes and agrees to lay.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto

belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part 108 of the first part do covenant with the said part y of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said part 108 of the first part do hereby fully warrant the tille to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their

hand 8 and seal 8 the day and year above written.

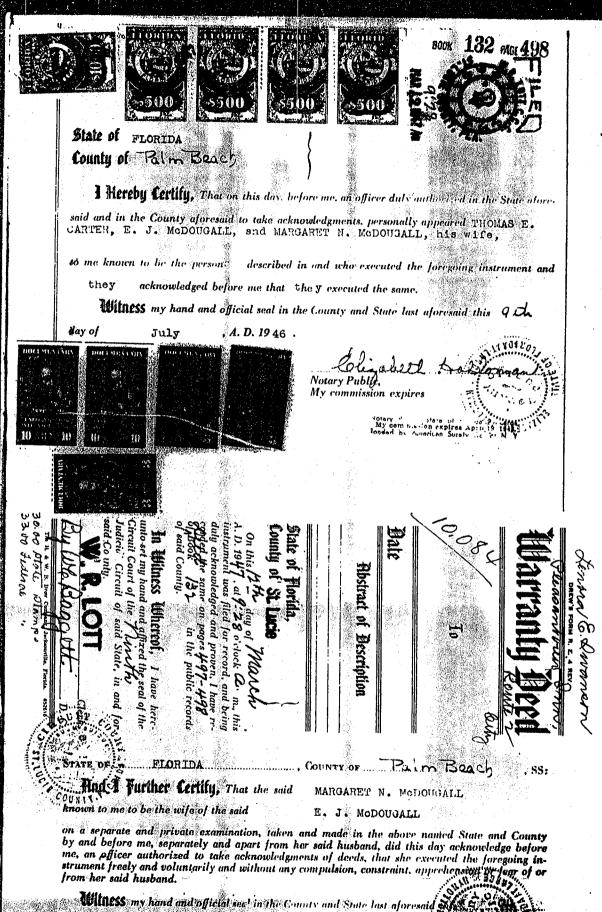
Signed, seated and defivered in our presence:

Colijabeth Halloman

Thomas E. Carter

J. McDeugall

Margaret N. McDeugal



CONTRACTOR OF THE CONTRACTOR

Notary Public

WARRANTY DEED

DREWTS FORM R. S. 4

elural and for ania to The M. & W. B. Drow Companfactologyllie, Fiorida

This Indenture, Made this 28th

day of Merch

, A. D. 1947

紅色紫光學

Between Lenora E. Swanson and R. P. Swanson her husband,

of the County of St. Lucie and State of Florida
part ies of the first part, and Evengeline Sagy,
whose mailing address is Pleasantview Inn, Route #2, Fort Pierce,
of the County of St. Lucie and State of Florida

and State of Florida ... more particularly described as follows:

The North half of SEF of NE1 of Section 20. Township 34 South, Range 40 East, containing 20 acres, more or less, but excepting therefrom the right of way for public roads now used and occupied by the State Road Department of Florida for what is known as the Dixie Highway. And to St. Lucie County for road purposes. AND the North half of the SM1 of Section 20, Township 34 South, Range 40 East, containing ten acres, more or less. EXCEPT that part used for public roads. Beginning at a point 150 feet East of the Southwest corner of the North five acres of the SW1 of NW1 of Section 21, Township 34 South, Range 40 East, lying went of the Florida East Coast Railway right-of-way for a point of beginning, thence run West 150 feet, thence run North 229.5 feet, more or Tess, to the South boundary of the right-of-way of the Torpey Road; thence run North 90 degrees East along the South boundary of said right of Way of Torpey Road 102.5 feet; thence Southerly 251.5 feet more or less, to point of beginning; containing .65 acres more or less. ALSO Beginning at a stake at the intersection of the South side of a ditch along the south side of the Torpey Road and the West shore line of the Indian River (shore is where vegetation ceases), run thence South 80 degrees 45' West along the South line of said ditch a distance of 50 feet to a Ford axle; thence North 80 degrees 15' East a distance of 50 feet to the shore of Indian River; thence Northerly along said shore a distance of 50.2' to beginning; together with riparian rights; being in Frectional Section 21, Township 34 South, Range 40 East, together with all the improvements contained thereon.

Subject to resulctions, reservations, and easements of record.

Subject to first mortgage dated January 31st, 1946, from Thomas F. Carter, unmarried, E. J. McDougall and Margar et N. McDougall, his wife, to J. J. Torpey, the principal balance on which is \$8,000.00, which mortgage the Grantee herein assumes and agrees to pay.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, little, interest and estate, dower and right of dower, reversion, remainder and easement thereto

belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part 1es of the first part do covenant with the said part y of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said part leb of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

in toliness Estered, the said part less of the first part have hereunio set their hand s and seals the day and year above written.

Signification delivered in our presence.

Ang E Sumon 3

County of St. Lucie I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Lenoru E. Swanson and R. P. Swanson, her husband, to me known to be the persons described in and who executed the foregoing instrument and acknowledges before me that they executed the same. Wilness my hand and official seal in the County and State last aforesaid this 28th day of March , A. D. 1947 . Notary Public, My commission expires Notery Public, State of Florida at My commission expires Nov. 7, Bonded by American Surety Co. of Florida County of ... St. Lucie Ruit 1 Further Certify, That the said Lenora F. Swanson known to me to be the wife of the said R. P. Swanson on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or illies my hand and official seal in the County and State last aforesaid this 28th

233235

O'LAUGHLIN and O'LAUGHLIN ATTORNEYS AT LAW FORT PIERCE, FLORIDA

This Warranty Deed Made the

Evangeline Sagy hereinafter called the grantor, to

Sid L. Nathanson and Monica Nathanson, his wife, whose postoffice address to 1021 5. 8th St. hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesselli: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the gruntee, all that certain land situate in St. Lucie County, Florida, viz:

Commencing at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 34 South, Range 40 East, St. Lucie County, Florida, run westerly along the North 1/4, 1/4 section line on a bearing of North 88° 7' West a distance of 313.7 feet to a point on the West right-of-way line of U. S. #1, said point being the Point of Beginning. From the Point of Beginning, continue westerly along said 1/4, 1/4 section line on a bearing of North 880 07 West a distance of 905.4 feet to a point, thence run southeasterly on a bearing of South 070 46' 30" East a distance of 508.34 feet to a point, thence run northeasterly on a bearing of North 790 57' East a distance of 983.7 feet to a point on the West right-of-way line of U. S. #1, thence run northwesterly on a bearing of North 230 40' West along said right-of-way line a distance of 330 feet to the Point of Beginning. This tract has an area of 8.830 acres.

Together, with all the tonements, hereditaments and appartenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully setzed of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 71.

In Wilness Whereof, the said grantor has executed this Deed the day and year first above

(Seal)

State of Horida, County of ST. LUCIE

JUL 13 11 24 AM '72

233235

(Seal)

I Hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Evangeline Sagy ... to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

... Witness my hand and official seal in the County and State last aforesaid this

teine_____. A. D. 10 72.

Notary Public in and for State and

My Commission Expires: 4

E. K. K.

300x 204 page 608

This Warranty Deed Made the

64

day of Dec.

A. D. 10 73 b

SID L. NATHANSON and MONICA NATHANSON, his wife

heremalter called the grantor, to

FRANK SARDINHA and BELMIRA C. SARDINHA, his wife

whose postoffice address is 933 Dolphin Drive, Jupiter, Florida 33458 hereinafter called the grantee

Wherever used begannishly terms stanton" and grainte include all the parties to this instrument and the heirs legal teper-entaines and assigns of individuals and the successors and assigns of corporations.

Witnesseth: That the aradior, for and in consideration of the sum of \$10.00 and other valuable considerations receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

Commencing at the N.E. corner of the SE_{4}^{1} of the NE_{4}^{1} of Section 20, Township 34 South, Range 40 East. St. Lucie County, Florida, run Westerly along the North $\frac{1}{4}$, $\frac{1}{4}$ section line on a bearing of N 88°7' West a distance of 313.7 feet to a point on the West right-of-way line of U.S. #1, said point being the P.O.B. From the P.O.B. continue westerly along said $\frac{1}{4}$, $\frac{1}{4}$ section line on a bearing of N 88°07' West a distance of 905.4 feet to a point, thence run southeasterly on a bearing of S 07°46'30" East a distance of 508.34 feet to a point, thence run northeasterly on a bearing of N 79°57' East a distance of 983.7 feet to a point on the West right-of-way line of U.S. #1, thence run northwesterly on a bearing of N 23°40' West along said right-of-way line a distance of 330 feet to the P.O.B.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS OF RECORD.

SUBJECT TO that certain mortgage from Sid L. Nathanson and Monica Nathanson, his wife, to First National Bank of Fort Pierce, dated Jume 30, 1972, filed July 3, 1972, recorded in Official Records Book 203, Pg. 2756, Public Records of St. Lucie County, Blorida.

Courte allorida.

10geller with all the tenements, hereditaments and appurtenances thereto belonging or in anyuse appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 72.



FLORIDA ST. SCI213

DOCUMENTARY SUR TAX

SUR TAX

In Wilness Whereof, the said grantor has signed and sealed these presents the day and year liest above written.

Signed, sealed and delivered in our presence:

Sid L. Nathanson

STATE OF Florida COUNTY OF St. Ducie

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of resaid and in the County aforesaid to take arknowledgments, personally appeared.

Sid L. Mathenson and Monica Nathanson, his wife

to me known to be the person 5 described in and who executed the foregoing instrument and "They a knowledged before me that They a showledged before me that They

WITNESS me hand and official scales the County and day of Stare last after and this

ST LIGHT SCHOOL OF THE STATE OF

270385

Priory Position Stated of countdo are Large.
My Commission Strainer Apr. 22, 1927.
Include the American Africa.

IN COMMISSION EXPIRES:

The Instrument prepared by:

£1.221 2203

1 diren

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This Warranty Deen Made the FRANK SARDINHA and BELMIRA C. SARDINHA, his wife,

hervinafter called the granter, to BILL STEWART and MARLENE K. STEWART, his wife,

whose postellice address is 204 Tumblin Kling Road, Fort Pierce, Florida 33450 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the heirs, least seturopolations and agrees of individuals, and the sec-

Wilnesselh: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz.

Commencing at the NE corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Township 34 South, Range 40 East, St. Lucie County, Florida, run Westerly along the North Quarter quarter section line on a bearing of North 88"7' West a distance of 313.7 feet to a point on the West right-of-way line of U.S. #1, said point being the P.O.B. From the P.O.B. continue Westerly along said Quarter guarter section line on a bearing of North 88°07' West a distance of 905.4 feet to a point, thence run Southeasterly on a bearing of South 07°46'30" East a distance of 508.34 feet to a point, thence run Northeasterly on a bearing of North 79°57' East a distance of 983. feet to a point on the West right-of-way line of U.S. #1, thence run Northwesterly on a bearing of North 23°40' West along said right-of-way line a distance of 330 feet to the P.O.B. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS OF RECORDS.

> 195.00 71.50

. **Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Rave and to Mold. the same in fee simple forever.

the granter hereby covenants with said granter that the granter is lawfully seized of said land in few simple; that the grantor has good right and lawful quihority to sell and convey said land; has the grantur heroby fully marrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1976.

STATE OF OF FLORIDA ARY REVENUE & ≣ JUN24*77 (3 195.00

DOCUMENTARY SURTAX FLORIDA ₹71.50 JUX24'77

In Wilness Whereof, the said granter has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

STATE OF PLORIDA. COUNTY OF ST. LUCIE.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgmenu, personally appeared FRANK SARDINHA and and BELMIRA C. SARDINHA, his wife,

to me known so be the personS described in and who executed the foregoing instrument and they acknowledged before me that they executed in semen.

WITNESS my hand and official real in the County and State has saforesaid this June, A. D. 19 77 .

, State of Florida at Large expires: This Instrument

Address

Notary Pullin State of Flor do ed torge My Commission Expires Supt. 2, 1971 Bonded by American Fire & Cassolty Ca LEO AND RECORDED POULT COURT

JUN 24 12 15 PH 177

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r Parkated sw. Courses, ATTY. Courses, ATTY. Courses, ATTY. Course of the Course of th THIS INSTRUMENT PREPARA

GERALD S. JAMES, A

P. D. ET V. 1789

FORT PIENCE MATRICES

GAL APPROXIMATE

GAL AP

This instrument prepared by: CHARLES WM. STONE, L.L.B.

838 South Second Street FORT PIERCE, FLORIDA 33450

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

Ofta Inventure,	Made this 31	cd day of	April	1985 , metupen
		T. STEWART, his		
of the County of	St. Lucie	, State of	Florida	, grantor*, and
whose post office add	ROCHESTEP, or ress is 2410 Or a	assigns nge Avenue, Ft.	Pierce	
of the County of	St. Lucie	, State of	Flor ida	, grantee*,
Witnesseth, That	said grantor, for and	d in consideration of	the sum of	
TEN AN	10/100			Dollars.
and other good and v	aluable consideration ranted, hargained an	d sold to the said gra	intee, and grantee's heir	, the receipt whereof is hereby s and assigns forever, the fol- Florida, to-wit:
North quarter U.S. #1 (State East along the 35 minutes West thence norther the SF% of the quarter-quarter less the Fast	marter Section Road 15) and Foi said West right 1285 feet more 1285 feet more 1286 the sai NEW; thence Sou 11 line 1017.39 f 300 feet of the 1 in Section 20,	line 313.7 feet of Beginning; rof-way line 593 or less to the 4 d West line 808 [±] th 88 degrees 07 eet to the Point South 263.58 feet	to the West right- thence South 23 d .68 feet; thence S West line of the S feet to the marti minutes East alor of Beginning, bed t (as measured are	legrees 40 minutes South 79 degrees First of the NF4; west corner of or the North
		•		
				ion of surveying or
and said granter does of all persons whoms	sketch, hereby fully warran over. "Grantor" and "grant ren". Grantor has	t the title to said lander used for singular thereinto set grantors	d, and will defend the sales or plural, as contest hand and seal the day	end year first above written. (Seal)
				(5-41)
				(Seal)
I HENEBY CERTIF	IUCIE Y that on this day l	before me an officer		acknowledgments, personally
	e persons described ted the same, and official seal in the 2:	m and who executed	the foregoing instrume	nt and setherwidgest before
	700507	75 APR -9 Pf	05 L	A Section Assessment
•		Flux	Sp.	2027.
		ROGER FE ST LUC	•	

36451 max 91

829033

PREPARED BY:

FEE, BRYAN, KOBLEGARD & FARRELL, PA

P. O. Box 1000 Ft. Pierce, FL 33454

This Warrantu Beed Made the

day of

A. D. 19.87 by

HERBERT ROCHESTER

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hereinafter called the granter to NICHOLAS M. SIMOS and FLORENCE SIMOS, his wife (as to an undivided 1/2 interest) and HERBERT T. CLARK, III and SHARON D. CLARK, his wife (as to whose postoffice address is 132 people amount an undivided 1/2 interest) 133 Beach Avenue

hereinafter called the grantee: Madison, Connecticut 06443

(Wherever used herein the terms "granter" and "granter" include all the parties to this instrument the heirs, legal representatives and assigns of individuals, and the nuccessors and assigns of corporat

Wilnesseth: That the grantor, for and in consideration of the sum of \$10.00valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

From the Northeast corner of the SEN of the NEW run North 88° 07' w on the North quarter-quarter section line 313.7 feet to the West right-of-way line of U.S. #1 (State Road #5) and Point of Beginning; thence South 23° 40' E along the said West right-of-way line 593.68 feet; thence South 79° 35' W 1285 feet more or less to the West line of the SE% of the NE%; thence northerly along the said West line 808± feet to the northwest corner of the SE4 of the NE4; thence South 88° 07' E along the North quarterquarter line 1017.39 feet to the Point of Beginning, lying and being in Section 20, Township 34 South, Range 40 East, public records of St. Lucie County, Florida.

SUBJECT TO that certain mortgage held by Bill Stewart and Marlene T. Stewart, his wife, dated April 11, 1985, recorded in OR Book 461, page 983, in the original principal amount of \$144,000.00.

The above described property is not the homestead of grantor, and grantor resides elsewhere in St. Lucie County, Florida.

Together, with all the tenements, heroditaments and oppurtenances thereto belonging or in any wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the granter has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1986.

In Wilness Whereof, the said grantor has executed this Deed the day and year first above written

State of Florida. . County of St. Lucie

Herrity Certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HEPBERT ROCHESTER

to the known to be the person described in and who executed the foregoing instrument and he acknowledged before me that executed the same. he

Whites my hand and official seal in the County and State last aforesaid this 9th , A. D. 19 87. June 829033

> JUN -9 P1:14 **'87**

and for State and

OF NICES L.Box:

DOUGEA CAIN CLERK ST. LUC LUINTY FI

My Commission Expires: 2-19-18

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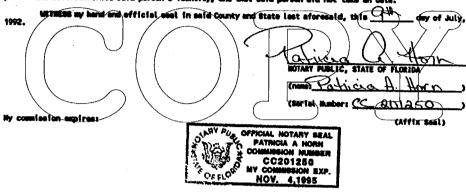
Roc Fee 8 Lle 00 DOUGLAS DYCH Doc Assump 8 St. Lade County Doc Tax 8 Lle 2 Of Clerk Charle Court Int Tax 8 Doputy Clerk Total 8 2116-00 4 Deputy Clerk	92606
to an unitvided ene-helf (1/2) interest), whose address is c/s 540 Florida 32963 (hereinafter collectively referred to as "Grantor"), whose address is 4343 North U.S. 81, Fort Pierce, Florida 34946 (1	Monterey Drive North, Indian River Shores,
That said Grantor, for and in consideration of the sum of TEM and valuable consideration to said Grantor in hand paid, the receasing the said Grantos, and sold to the said Grantos, forever, the following described land situate, lying, and being in See EXCEST SAM attached hereto and incorporated herein by	ord sufficiency of which are hereby and Grantse's beine, successors, and assigns St. Lucie County, Florids, to witz
1. Taxes for the year 1992 and subsequent ye 2. Conditions, covenants, restrictions, seed record and all applicable zoning ordinances;	ments, and limitations of
and said Grantor does hereby fully werrent the title to said lend, claims of all persons whomeoever. IN WITHERS WHENEOF, Grantor has hereunto set Grantor's his below. Signed, seeled, and delivered in the presence	
Considera A TAMES A TAMED TE	BLOWN D. CLARK BURNEY TO SHARE D. CLARK BANGE SHARE SHARE SHARE TO COMPARE THE SHARE SHARE THE SHARE THE SHARE DE CLARK BANGE SHARE SHARE DE CLARK BANGE SHARE SHARE DE CLARK BANGE SHARE DE CLARK BAN
STATE OF FLORIDA COLUTY OF INDIAN RIVER COLUTY OF INDIAN RIVER	
I MERCAY CERTIFY that before me, a Notary Public, personal SINOS, his wife-tes-te an undivided one-haif-(1/2) interests, to a she executed the foregoing instrument and she extraveleded befor purposes therein-set ferth. I further state that I have exhaused to said persons and have confirmed said persons' identity, and that a UTIMESS my hand and official seel in said County and State i 1992.	e known to be the persons described in and e me that they executed the same for the securemy florida driver's licenses of the sid persons did not take an oath. ast aforeseld, this UL day of July, BOTARY PUBLIC, STATE OF FLORIDA (name: 20 11010 Hry)
My commission expires: OFFICIAL MOTARY SEAL PATRICIA A HORN COMMISSION NUMBER CC201250 MY COMMISSION EXP. NOV. 4,1995	(Serial Number: CC 201250 (Affix Seel)

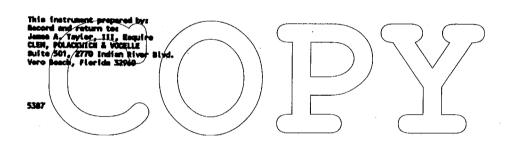
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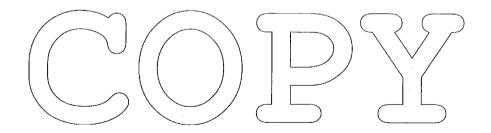
COUNTY OF INDIAN RIVER

) ******

I MEMERY CERTIFY that before me, a Notary Public, personally appeared MERMERT T. CLARK, III, individually, and MERMERT T. CLARK, III, as Atterney-in-Fact for SMARON D. CLARK, his wife (se to an undivided nns-helf (1/2) interest), to me known to be the person described in and she executed the foragoing instrument and she extraoxidedea before me that he executed the same, both individually and as Atternay-in-Fact, for the purposes therein set forth. I further state that I have examined the current driver's license of the said person and have confirmed said person's identity, and that said person did not take an oath.



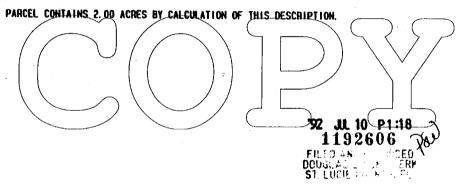


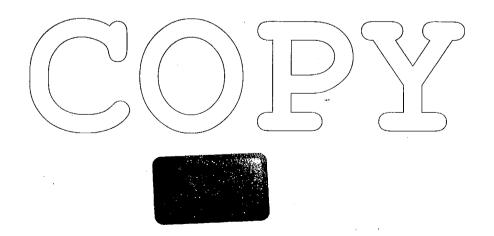


THE SOUTHERLY 286, 34 FEET , AS MEASURED ALONG THE MESTERLY RIGHT-OF-MAY OF U.S. HIGHMAY NO. 1 (STATE ROAD NO.5), OF THE EASTERLY 324, 20 FEET, AS MEASURED ALONG THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 545, PAGE 1045 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE EASTERLY 20, 45 FEET AS MEASURED ALONG SAID SOUTHERLY. LINE OF O. R. B. 545, PG. 1048 OF THE NORTHERLY 181. 34 FEET , AS MEASURED ALONG THE HIGHMAY NO. 1 OF THE ABOVE DESCRIBED LANDS, OF THE LANDS DESCRIBED IN SAID O. R. B. 545, PG. 1045 AND AS DESCRIBED AS FOLVOWS:

FROM THE NORTHEAST CORNER OF THE SE1/4 OF THE ME 1/4 RUN HORTH 88° 07' MEST OM THE NORTH QUARTER-QUARTER SECTION LINE 313.7 FEET TO THE MEST RIGHT-OF-MAY LINE OF U.S. *1 STATE ROAD *5) AND THE POINT OF BEGINNING; THENCE SOUTH 23° 40' EAST ALONG THE SAID WEST RIGHT-OF-MAY-LINE, 593, 68 FEET; THENCE SOUTH 29° 35' MEST 1285 FEET MORE OR 1ESS TO THE MEST LINE OF THE SE1/4 OF THE ME1/4; THENCE NORTHERLY ALONG-SAID WEST LINE 808 */- FEET TO THE MORTHMEST CORNER OF THE SE1/4 OF THE ME1/4; THENCE SOUTH 88° 07' FEET TO THE MORTHMEST QUARTER-QUARTER LINE 1017. 39 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 20, TOWNSHIP 34 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH:
A 30.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY
30.00 FEET OF THE EASTERLY 20.00 FEET OF THE NORTHERLY 181.34 FEET OF THE
SOUTHERLY 286.34 FEET, THE LAST THO CALLS BEING MEASURED ALONG THE RIGHT-OF-WAY
OF SAID U.S. HIGHWAY No. 1, OF THE LANDS DESCRIBED IN SAID O.R.B. 545, PAGE 1045
OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.





Name: WILLIAM E. RAIKES, III, ESQUIRE Address: 100 Avenue A, Suite C Fort Pierce, FL 34950

Property Appraisors Parcel Identification

Foto Humber(s): 1420~141~0003~000/8

Grantosio) 8.8. 8 (e)

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County File Number: 1617499 OR BOOK 1131 PAGE 1618 Recorded: 03-11-98 01:27 P.M.

·	
SPACE ABOVE THIS LINE FOR PROCESSING DATA	BRACE ABOVE THIS)LINE FOR RECORDING DATA
This Guit Claim Beed, Executed the SHARON ROWAND, joined by her h	day of March , 19 98 , by
first party, to MALCOUM B. ROWAND	nusband, MALCOLM 8. ROWAND and SHARON ROWAND, his wife
whose post office address is 1150 Baysho	ore Drive, Fort Pierce, FL 34949
second party.	
(Wherever used herein the terms "first party" and "second party" include all the parent and assigns of corporations, wherever the context so admits or requires)	sties to this thatrument and the heirs, legal representatives, and essigns of individuals, and the successors
Witnesseth, That the first party, for and in	consideration of the sum of \$ _ 10.00
In hand paid by the said second party, the receipt	whereof is hereby acknowledged, does hereby remise, release, the right, title, interest, claim and demand which the said first
party has in and to the following described lot, pi	ece or parcel of land, situate, lying and being in the County of
, 5	tate of Florida ,to-wit:
OFF ATTAOURS A	
SEE ATTACHED LE	GAL DESCRIPTION
# Dat Assump: 3	1 1 = = = 1
(*(Int Tax):)\$	
To Have and to Hold The same togeth	ner with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, rig	th, title, interest, lien, equity and claim whatsoever of the said over use, benefit and behoof of the said second party forever,
-	
above written.	arty has signed and sealed these presents the day and year first
Signed, sealed and delivered in the presence of:	
Lenne K Krabach	Maron Dowand -
Winess Signature (as to this Granter) Theresa K. Kimbrough	SHARON ROWAND
Fried Name	1150 Bayshore Drive
Witnest Signature (as to first Grantor) Judith P. O'Brien	Post Office Address
Printed Name	Fort Pierce Ft 3/1949
Wilness Signature (s) to Co-Orenior, IT-my)	Co-Orange Sighalare, ((Van)
Theresa K. Kimbrough	MALCOLM B. ROWAND
Justat DO 2	1150 Bayshore Drive
Witness Signature (as to Co-Grantor, 11 an)	Fort Pierce, FL 34949
Printed Name	-
STATE OF FLORIDA COUNTY OF ST. LUCIE	i hereby Certify that on this day, before me, an officer duly authorized
SHARON ROWAND joined by her	to administer on the and take acknowledgments, personally appeared husband, MALCOLM B. ROWAND
known to me to be the person described in and who execu	ned the foregoing instrument, who acknowledged before me thatthey
executed the same, and an oath was not taken. (Check one:) D Said type of identification:	person(s) is/are personally known to me. [2] Said person(s) provided the following
known to me to be the persondescribed in and who executed the same, and an oath was not taken. (Check one:) Q Said type of identification:	Witness my hand and official seal in the County and State last aforesaid
II STREET TO MAKE SEAL	this ywe day of March A.D. 19 98
JUDITH P O'BRIEN NOTARY FURLIC STATE OF FLORIDA	Janes 1018 2
COMMISSION NO. CCM5167 MY COMMISSION FXP 14/4Y 23,1998	Note: World P. O'Brien
	******* 118/118

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THE SOUTHERLY 285. 34 FEET , AS MEASURED ALONG THE MESTERLY RIGHT-OF-MAY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO.5), OF THE EASTERLY 324, 20 FEET, AS MEASURED ALONG THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 545, PAGE 1045 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS THE EASTERLY 20, 45 FEET AS MEASURED ALONG SAID SOUTHERLY LINE OF 0. R. B. 545, PO. 1045 OF THE MORTHERLY 181, 34 FEET , AS MEASURED ALONG THE RIGHT-OF-MAY OF SAID U.S. HIGHWAY NO. 1 OF THE ABOVE DESCRIBED LANDS, OF THE LANDS DESCRIBED IN SAID U.R. B. 545, PO. 1045 AND AS DESCRIBED AS FOLLOWS:

FROM THE MORTHEAST CORNER OF THE SET/4 OF THE ME 1/4 RUN MORTH 88° 07' WEST ON THE MORTH BUARTER-BUARTER SECTION LINE 313.7 FEET TO THE WEST RIGHT-OF-MAY LINE OF U.S. \$1 (STATE ROAD \$5) AND THE POINT OF BEGINNING; THENCE SOUTH 23' 40' EAST ALONG THE SAID WEST RIGHT-OF-MAY LINE 593.60 FEET; THENCE SOUTH 73' 35' WEST 1.295 FEET MORE ON LESS-TO-THE WEST LINE OF THE SET/4 OF THE MET/4; THENCE MORTHERLY ALONG SAID WEST LINE BOD 1/- (FEET TO THE MORTHMEST CORNER OF THE SET/4 OF THE WEI/4; THENCE SOUTH-88' D7' EAST ALONG THE HORTHMEST CORNER OF THE SET/4 OF THE WEI/4; THENCE SOUTH-88' D7' EAST ALONG THE HORTHMEST OWNER OF THE SET/4 OF THE WEI/4; THENCE SOUTH-88' D7' EAST ALONG THE HORTHMEST OWNER OF THE SET/4 OF THE MORTHMEST OF BEGINNING LYTHER AND BEING IN SECTION 20, TOWNSHIP 34 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCKE COUNTY, FLORIDA.

TOGETHER WITH:
A 30, OD FOOT WIDE EASEMENT FOR INGRESS AND ECRESS OVER AND ACROSS THE SOUTHERLY 30, OD FEET OF THE EASIERLY 20, OD FEET OF THE LIMIT HE LAST THE CASE THE PROPERTY 181-34 FEET OF THE LANDS DESCRIBED (ALONG THE RICHT-OF-WAY OF SAID U.S. HIGHNAY-MOLL, OF THE LANDS DESCRIBED IN SAID O. R. B. 545, PAGE 1045 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL CONTAINS 2.00 ACRES BY CALCULATION OF THIS DESCRIPTION.

OR BOOK 1131 PAGE 1619

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 2581903 OR BOOK 2190 PAGE 1513, Recorded 03/21/2005 at 08:39 AM Doc Tax: \$1078.00 Int Tax: \$616.00

This instrument prepared by:
Record and return to:
J. Atwood Taylor, III, Esquire
ROSSWAY MOORE & TAYLOR
Attorneys at Law
5070 N. Highway A-1-A, Suite 200
Vero Beach, Florida 32963
Velephone: (772) 231-1440

RIVERSIDE NATIONAL BANK OF FLORIDA
MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE is effective the 16th day of March, 2005, and is executed by LLOYD PROPERTIES, LTD., a Florida limited partnership, whose address is P.O. Box 4382, Fort Pierce, Florida 34948 (hereinafter referred to as either the "Mortgagor" or "Borrower" or "Debtor," which terms Mortgagor or Borrower or Debtor as used in every instance shall include Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntarily by act of the parties or involuntarily by operation of the law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits), party of the first part, in favor of RIVERSIDE NATIONAL BANK OF FLORIDA, whose address is 2211 Okeechobee Road, Fort Pierce, Florida 34950 (hereinafter referred to as either "Mortgagee" or "Lender" or "Secured Party," which terms Mortgagee or Lender or Secured Party as used in every instance shall include Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns), party of the second part.

THAT for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed by Mortgagor, and to secure the payment of the aggregate sum of money specified in the promissory note of even date herewith, hereinafter mentioned, together with interest thereon and all other fees and charges as may derive therefrom and all other sums of money secured hereby as

hereinafter provided, the receipt and sufficiency of which are hereby acknowledged Mortgagor does grant, bargain, sell, alien, remise, release, convey, transfer, pledge, encumber, assign, hypothecate, and confirm unto Mortgagee, in fee simple or in such other whole interest and estate as may be held by Mortgagor, the following described land, property, and real estate and all improvements thereon and fixtures attached thereto (hereinafter collectively referred to as the "Property"), of which Mortgagor is now seised and possessed and in actual possession or to which Mortgagor has rights of possession, to wit:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

Together with all and singular tenements, hereditaments, easements, and appurtenances belonging to the Preperty or appertaining thereto and all of the rents, issues, and profits thereof, and also all of the estate, right, title, interest, and all claims and demands whatsoever, as well in law as in equity of said Mortgagor in and to the same, and every part and parcel thereof, and also all gas and electric fixtures, radiators, heaters, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen deers, venetian blinds, storm shutters and awnings, which are now or may hereafter partain to or be used with, in, or on the Property, even though they may be detached or detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and, if the Property is or shall hereafter be used for commercial purposes, then the furniture and furnishings and replacements thereof which may be owned by Mortgagor and which are now or may be hereafter located upon the Property shall be deemed a part of the Property and encumbered by this mortgage.

TO HAVE AND TO HOLD the Property unto Mortgagee, and Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns forever.

Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seised with the absolute and fee simple title to the Property or such other whole estate held by Mortgagor, and has full power and lawful authority to sell, grant, remise, release, convey, transfer, pledge, encumber, hypothecate, and mortgage the same; that it shall be lawful at any time hereafter for Mortgagee peaceably and quietly to enter upon, have, hold, and enjoy the Property, and every part thereof; that, except for 2005 and subsequent years' taxes and any exceptions appearing in the title insurance policy insuring this mortgage, none of which results in or is of the nature of a mortgage or other lien, the Property is free and discharged from all liens, encumbrances, and claims of any kind, including taxes and assessments; and that Mortgagor hereby fully warrants unto Mortgagee the title to the Property and will defend the same against the lawful claims and demands of all persons whomsoever. In the event of a default under this mortgage, or under the promissory note secured hereby, or under any related security document, Mortgagee does have the full and complete right, power, and authority to institute proceedings to foreelose this mortgage, and institute proceedings to collect the promissory note secured hereby, and seek any other relief in law or in equity.

NOW THEREFORE, the condition of this mortgage is such that if Mortgagor shall well and truly pay unto Mortgagee the indebtedness evidenced by that certain promissory note of even date herewith, made by Mortgagor and payable to Mortgagee in the aggregate principal amount of THREE HUNDRED EIGHT THOUSAND and NO/100 (\$308,000.00) DOLLARS, together with interest as therein stated and all other fees and charges that may be due or may become due thereunder, including but not limited to any prepayment penalty, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant contained and set forth in this mortgage and in the promissory note secured hereby, then this mortgage and the estate hereby created shall cease and be null and void. For purposes of this mortgage, the term promissory note shall be deemed to include all of the promissory notes, if more than one executed by Mortgagor in favor of Mortgagee herein; which are or may hereafter be secured by this mortgage.

AND, in exchange for the consideration received by Mortgagor from Mortgagee, Mortgagor does hereby covenant and agree:

- 1. To perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant contained and set forth in said promissory note and in this mortgage.
- 2. To permit, commit, or suffer no waste and to maintain the improvements at all times in a state of good repair and condition; and to do or permit to be done to the Property nothing that will alter or change the use and character of the Property or in any way impair or weaken the security of this mortgage. And in case of the refusal, neglect, or inability of Mortgagor to repair and maintain the Property, Mortgagee may at its option make such repairs or cause the same to be made and advance monies in that behalf.
- 3. To pay all and singular taxes, assessments, levies, liabilities, and obligations of every nature on the Property when due and payable according to law, before they become delinquent, and to deliver to Mortgagee on or before March 1 of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to indemnify Mortgagee upon its demand for all taxes, assessments, and charges that may be assessed upon this mortgage or the indebtedness secured hereby, and paid by Mortgagee, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon Mortgagee.
- 4. That it is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the Property, and of all rents, incomes, profits, issues, and evenues thereof from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the Property hereby mortgaged, or to the solvency or insolvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Mortgagee and that the same may be done without notice to Mortgagor.

- 5. That in the event any legal proceeding is instituted or initiated against or involving the Property encumbered by this mortgage and in the event the same is not dismissed or otherwise terminated or bonded off within fifteen (15) days of the date of the filing of any such legal proceeding to the satisfaction of Mortgagee, the same shall constitute an event of default hereunder and under all of the related loan and security decuments.
- 6. To pay all and singular costs, charges, and expenses, including attorneys fees and abstract costs, reasonably incurred or paid at any time by Mortgagee because of the failure of Mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of said promissory note and of this mortgage, or either.
- -That Mortgagor will keep the Property and all other real and persenal property now and hereafter encumbered by the lieh of this mortgage insured as may be required from time to time by Mortgagee (and in no event less than the maximum insurable value of the Property) against loss by flood, liability, builder's risk, rent or business interruption, fire, windstorm, and other hazards, casualties and contingencies (including but not limited to gas, oil, and other hazardous or toxic waste or material spills or discharges and/or liquor liability or liquor services related events or casualties) for such periods and for not less than such amounts as may be required by Mortgagee and to pay promptly when due all premiums for such insurance. The amounts of insurance required by Mortgagee shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon Mortgagor to maintain such additional insurance as may be necessary to mee; and comply fully with all co-insurance requirements contained in said policies to the end that said Mortgagor is not a co-insurer thereunder. Insurance shall be written by a company or companies approved or designated by Mortgagee and all policies and renewals thereof shall be held by Mortgagee, All detailed designations by Mortgagor which are accepted by Mortgagee and all agreements between Mortgagor and Mortgagee relating to insurance not existing or hereafter made shall be in writing and shall be a part of this mortgage as fully and to the same extent as if set forth verbatim herein and shall govern both parties thereto and their heirs, executors, administrators, successors, and assigns. No lien upon any of said policies of insurance or upon any refund or return premium which may be payable on the cancellation of termination thereof shall be given to any party other than Mortgagee, except by proper endorsement affixed to such policy and approved by Mortgagee. Each policy of insurance shall have affixed thereto a Standard New York Mortgagee Clause without Contribution, making all loss or losses under such policy payable to Mortgagee as its interest may appear. In the event any sum or sums of money become payable thereunder, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, if there exists a default under this mortgage or under the promissory note secured hereby or under any other loan or security document, or in the absence of a default to permit Mortgagor to receive and use it or any part thereof for the specific and limited purpose of restoring the Property without thereby waiving or impairing any equity, lien, or right under and by virtue of this mortgage. In event of loss or physical damage to the Property, Mortgagor shall give immediate notice thereof by mail to Mortgagee, and Mortgagee may make proof of loss if the same is not made promptly by Mortgagor. In event of foreclosure of this mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- That Mortgagee may at Mortgagee's option and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by Mortgagor for the protection of the mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by Mortgagee shall be charged into the mortgage account and become an integral part thereof, subject in all respects to the terms, conditions, and covenants of the aforesaid promissory note, and this mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said promissory note and secured by this mortgage, excepting, however, that said sums shall be repaid to Mortgagee forthwith upon its demand and be in addition to the regular monthly installments provided by the promissory note.
- 9. That the abstract or abstracts of title, if any, covering the Property shall at all times during the life of this mortgage remain in the possession of Mortgagee and in event of the foreclosure of this mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any such abstracts of title shall pass to the purchaser or grantee.

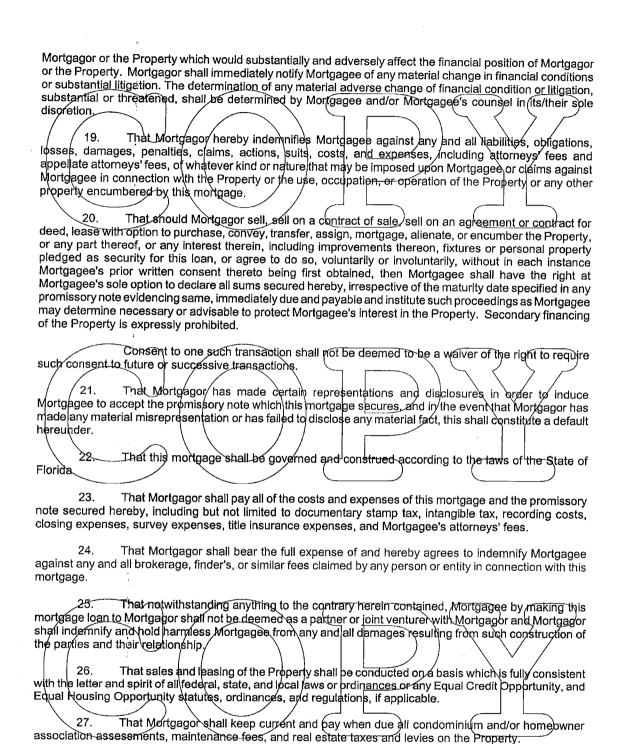
- 10. That no waiver of any covenant herein or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of the promissory note secured hereby.
- 11. That in order to accelerate the maturity of the indebtedness secured hereby because of the failure of Mortgagor to pay any tax assessment, liability, obligation, or encumbrance upon the Property as herein provided, it shall not be necessary not requisite that Mortgagee shall first pay the same.
- 12. That to the extent of the indebtedness of Mortgagor to Mortgagee described herein or secured hereby, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and horders thereof of each and every mortgage, lien, or other encumbrance on the land described herein which is paid and/or satisfied in whole or in part out of the proceeds of the loan described herein or secured hereby; and the respective liens of said mortgages, liens, or other encumbrances shall be and the same and each of them hereby is preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over, and delivered unto Mortgagee by separate deed or assignment, notwithstanding that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this mortgage.
- That if any of the sums of money herein referred to be not promptly and fully paid within thirty (30) days next after the same severally come due and payable, or if each and every stipulation, agreement, condition, and covenant of the promissory note secured hereby and this mortgage, or either or each of them, are not duly performed, complied with, and abided by, the aggregate sum mentioned in said promissory note or otherwise-secured hereby shall become due and payable forthwith at the option of Mortgagea, as fully and to the same extent as if said aggregate sum of money were originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding. In such event or in the event of any other default hereunder or under the promissory note secured hereby. Mortgagee shall have and is hereby granted the right, power, and authority to foreclose this mortgage, and foreclose any and all interests of Mortgagor in the Property, and institute any and all necessary legal proceedings to collect the promissory note secured hereby.
- 14. That in order more fully to protect the security of this mortgage, (Mortgagor shal) pay to Mortgagee in amounts as specified by Mortgagee from time to time in Mortgagee's sole discretion the following sums together with and in addition to the monthly payments under the terms of the promissory note secured hereby, on the due date of each month until the said promissory note is fully paid:
- (a) A sum equal to the premiums that will next become due and payable on policies of insurance as required by Mortgagee, including but not limited to policies of flood, liability, builder's risk, rent or business interruption, fire, and other hazard insurance covering the Property, plus taxes and assessments next due on the Property (all as estimated by Mortgagee), plus premiums, if applicable, next coming due on policies of life, health, and accident insurance if carried by Mortgagor; less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such premiums, taxes, and assessments will become due, such sums to be accepted by Mortgagee to pay said premiums, taxes, and assessments.
- (b) All payments mentioned in the preceding subsection of this payagraph and all payments to be made under the promissory note secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month in a single payment to be applied by Mortgagee to the following items in the order set forth:
- (i) Taxes, assessments (including condominium assessments and fees, if applicable), and premiums for insurance coverages required by Mortgagee, including but not limited to flood, liability, builder's risk, rent or business interruption, fire, and other hazard insurance premiums;
 - (ii) Interest on the indebtedness secured hereby;
 - (iii) Amortization of the indebtedness secured hereby.

If the total of the payments made by Mortgagor under subsection (a) preceding shall exceed the amounts of payments actually made by Mortgagee for taxes and assessments and insurance premiums, as the case may be, such excess shall be credited annually at the option of Mortgagee on subsequent payments to be made by Mortgagor or to payment or reduction of any indebtedness secured by this mortgage. If, however, the monthly payments made by Mortgagor under subsection (a) above shall not be sufficient to pay taxes and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency, prior to the date the next monthly payment be due.

Escrow money held by Mortgagee in accordance with this provision shall be non-interest bearing and shall stand as additional security for the performance of this mortgage and the promissory note secured hereby. Said escrow money shall not be subject to withdrawal, attachment or garnishment by any party but shall be applied and paid out in accordance with this provision.

Mortgagee may in Mortgagee's sole discretion commingle the escrow money with other escrow monies held by it and allocate or reallocate escrow money for the payment or prepayment of any sum secured by this mortgage, including the payment of interest charges for late payment and transfer fees. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the Property covered hereby, or if Mortgagee acquires the Property otherwise after default, Mortgagee shall apply at the time of the commencement of such proceedings or at the time the Property is otherwise acquired the balance then remaining of the funds accumulated under subsection (a) as a credit against the indebtedness then secured by this mortgage.

- That on the Maturity Date (September 16, 2025) specified in the promissory note secured hereby, the balance of the mortgage obligation, as evidenced by the promissory note secured hereby, then unpaid shall mature and forthwith be due and payable. Notwithstanding the foregoing, nothing in this paragraph or elsewhere shall prohibit Mortgagee from declaring the entire then unpaid balance due under the promissory note secured hereby and foreclosing this mortgage in the event of a default under the said promissory note, under this mortgage, or under any other related loan or security document.
- That upon the request of Mortgager, Mortgager may from time to time at Mortgager's option within twenty (20) years of the date of this mortgage make further advances to Mortgager which shall be secured by the tien of this mortgage; provided, however, that at no time shall the outstanding principal indebtedness secured by this mortgage, including advances, exceed twice the original principal sum of the promissory note secured hereby, plus any disbursements made by Mortgagee for the payment of taxes, levies, and insurance premiums on the Property securing this mortgage, together with interest thereon. Mortgager shall execute and deliver to Mortgagee a promissory note evidencing each and every such future advance. All such promissory notes shall be of equal dignity and a default in the payment of any one promissory note shall constitute and be deemed a default in the payment of all other promissory notes. Each future advance shall be an integral part of the mortgage obligation and shall be secured by the lien of this mortgage as fully and to the same extent as if the same were a part of the original secured indebtedness.
- That Mortgagor shall keep and maintain accurate books and records in detail satisfactory to Mortgagee to summarize the earnings and expenses of the Property, and will deliver to Mortgagee within rinety (90) days after the end of Mortgagor's fiscal year a summary thereof and a rent roll, respectively, both certified as to accuracy by Mortgagor and satisfactory to Mortgagee. In addition to the foregoing financial information regarding the operation of the Property, within ninety (90) days after the closing of Mortgagor's fiscal year Mortgagor shall provide to Mortgagee financial statements setting forth Mortgagor's and each co-borrower's and/or guarantor's respective assets, liabilities and net worth at the end of the preceding fiscal year certified as to accuracy by Mortgagor and satisfactory to Mortgagee. By no later than May 1 of each year or at the time requested by Mortgagee, Mortgagor shall also provide to Mortgagee copies of Mortgagor's and each co-borrower's and/or guarantor's respective federal income tax returns. Failure to provide Mortgagee with the aforementioned information shall constitute an event of default. These provisions may be varied only by a written waiver from Mortgagee.
- 18. That throughout the term of this mortgage there shall be no material adverse financial conditions with respect to Mortgagor, nor shall there be any litigation in effect, pending, or threatened involving



28. That the lien of this mortgage shall also encumber and act as a conditional assignment of the following property, and this mortgage shall be deemed and considered a security agreement under the Uniform Commercial Code:

(a) All rents, profits, issues, proceeds, income, fees, and revenue of the Property from time to time accruing, whether under leases or tenancies or under any agreement or contract, now existing or hereafter created, reserving unto Mortgagor, however, so long as Mortgagor is not in default hereunder the right to receive and retain the rents, profits, issues, proceeds, and revenue therefrom,
(b) All judgments, awards of damages, and payments, including interest thereon, and the right to receive the same which may be made with respect to the Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any other injury to or decrease in the value of the Property, or proceeds of insurance awards, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any such award or payment by Mortgagor, and of the reasonable attorneys' fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such judgment, award, or payment; and Mortgagor agrees to execute and deliver from time to time such assignment to Mortgagee of any such judgment, award, or payment. Mortgagee is hereby authorized on behalf and in the name of Mortgagor to execute and deliver valid acquittances for and to appeal from any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects in the event this mortgage, the promissory note secured hereby, or any other loan or security document is in default or at its option the entire amount or any part thereof so received may be released to Mortgagor for the specific and limited purpose of restoring the Property;
(c) All machinery, apparatus, equipment, fittings, fixtures, and personal property of every kind and nature whatsoever hereafter located in any buildings or improvements upon the Property or any part thereof and used or disable in correction with any future occupancy of any buildings on the Property, and Mortgagor agrees to execute and deliver from time to time such further instruments as may be requested by Mortgagoe to confirm the priority of the lien of this mortgage on the Property; (d) The lessor's interest in all leases of the Property or portions thereof heretofore or hereafter entered into by Mortgagor, and all right, title, and interest of Mortgagor thereunder, including without limitation cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, regardless of how said cash or securities are to be held by Mortgagor pursuant to the terms of such leases; (e) All licenses, permits, approvals, certificates, and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the ownership, use, operation, and maintenance of the Property or the construction of development improvements on the Property, whether heretofore or hereafter issued or executed;
(f) All contracts, subcontracts, agreements, service agreements, warranties, and purchase orders which have heretofore been or will hereinafter be executed by or on behalf of Mortgagor, or which have been assigned to Mortgagor in connection with the use, operation, and maintenance of the Property, or in the construction of development improvements on the Property;
executed by or on behalf of Mortgagor in connection with the sale of any lot, unit, or portion of the Property; (h) The Owner-Architect Agreement and plans and specifications, together with the consent of the architect to such assignment and to Mortgagee's use thereof. (i) All trademarks, trade names, logos, and other identifying or promotional material used or to be used by Mortgagor in connection with the construction, development, marketing, and operation of the project on the Property.
(j) All elements of personal property described in EXHIBIT "B" attached hereto and incorporated herein by reference and as otherwise described in or attached to any Uniform Commercial Code Financing Statement filed in conjunction with this mortgage.

Until the occurrence of a default under the terms of the promissory note, mortgage, or related loan documents, Mortgagor may retain, use, and enjoy the benefits of the above referenced additional

collateral. Upon the occurrence of a default under the terms and conditions of the promissory note, this mortgage, or related loan documents, Mortgagee may enforce this assignment by notifying Mortgagor by registered or certified mail sent to the address above set forth.

- That this mortgage and the promissory note secured hereby are cross-collateralized and cross-defaulted with all other mortgages, promissory notes, guaranties, or other security documents, now in existence or made in the future by and between Mortgagor and/or any guarantor and/or any guarantor and/or co-borrower and Mortgagee or executed by Mortgagor and/or any guarantor and/or any co-borrower in favor of Mortgagee, such that the collateral for or described in any one promissory note, guaranty, mortgage, or related security documents shall serve as collateral for all other promissory notes, guaranties, mortgages, and related security documents. Further, a default in the terms and conditions of any one promissory note, guaranty, mortgage, or related security document shall constitute and be deemed a default in the terms and conditions of all other promissory notes, guaranties, mortgages, and any related security documents.
- 30. That time is of the essence in all matters pertaining to this mortgage, the promissory note secured hereby, and all related loan and security documents.
- 31. That the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of the condemnation, are hereby assigned and shall be paid to Mortgagee.
- In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this mortgage with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgage otherwise agree in writing, there shall be applied to the sums secured by this mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor. If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgage within thirty (30) days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to herein and secured hereby or change the amount of such installments.
- 32. That Mortgagor hereby agrees to grant such further assurances and provide such additional documents as may be required by Mortgagee, which include but are not limited to any corrective documentation, in order to carry out the terms and conditions of this mortgage and the promissory note secured hereby and in order to comply with the express intention of this mortgage. Further, Mortgagor shall bear the cost and expense associated with such further assurances.
- 33. That if any term covenant, or condition of this mortgage or the application thereof to any person, entity, or circumstance shall to any extent be invalid or unenforceable, the remainder of this mortgage or the application of any such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term, covenant, or condition of this mortgage shall be valid and be enforced to the fullest extent permitted by law
- 34. That Mortgago warrants and represents to Mortgagee that to the best of its knowledge the Property does not contain hazardous waste material or substance, except for matters set forth in any environmental report or audit delivered to Mortgagee, and that Mortgagor shall not use, handle, store, or dispose of any such material or substance or the Property. Mortgagor further represents and warrants to Mortgagee that the Property is not subject to any claim that may materialize into super-liens or other liens, fines, or penalties under or in accordance with the Comprehensive Environmental Response, Compensation and Liability Act or similar law. Further, Mortgagor shall hold harmless and indemnify Mortgagee for and from any loss or damage suffered by Mortgagee as a result of any hazardous substance or material being located on, around, about, or below the Property. This indemnification and hold harmless includes all attorneys' fees and costs incurred by Mortgagee in connection with the matters indemnified as set forth in this paragraph.

35. That this mortgage shall be in default if any one (1) of the following events occurs:
(a) Mortgagor or any guarantor or any co-borrower shall refuse, or be unable, or fail to observe or comply with any of the terms and conditions contained herein or in the promissory note secured hereby; or
(b) The death, dissolution, merger, consolidation, or reorganization of Mortgagor or any co- borrower or guarantor; or
(c) Mortgagor or any guarantor or any co-borrower becomes insolvent or petitions for bankruptcy, receivership, or any type of creditors' arrangements or similar proceedings under any federal or state law; or
(d) A money Judgment is rendered against Mortgagor or against any co-borrower or guarantor; or
(e) Mortgagee determines in its sole discretion that Mortgagor's or any co-borrower's or guarantor's ability to comply with any and all of the terms and conditions hereunder or under any agreement or promissory note between Mortgagor and/or a co-borrower and/or a guarantor and Mortgagee or its successors or assigns has been materially impaired.
If any one of the above mentioned events occurs, at the option of Mortgagee all outstanding obligations of Mortgager to Mortgagee and its successors and assigns shall immediately become due and payable, and Mortgagee may exercise any and all of Mortgagee's rights pursuant to this mortgage or related documents and any and all other rights under the law, including the right to withhold further disbursements from any construction account. 36. That a waiver by Mortgagee of any of the terms or conditions of this mortgage, or promissory note secured hereby, or related loan documents does not constitute a waiver of any other term or condition. 37. That in the event Mortgager acquires any real property contiguous with or adjoining to the Property after the date of this mortgage, said after-acquired real property shall be deemed and considered encumbered by this Mortgage, effective upon the date of acquisition of the same by Mortgagor, and shall be
38. That if any default hereunder or under the promissory note secured hereby occurs and is cured under any bankruptcy reorganization plan, the cure payments must and shall include interest payments on the obligation evidenced by the promissory note. In the event Mortgagor or any guarantor or co-borrower for any reason files a bankruptcy reorganization plan, Mortgagor and any guarantor or co-borrower shall not attempt to modify or amend in any respect the loan and payments specified in this mortgage, in the promissory note secured hereby, or in any related loan or security agreement.
That Mortgagor expressly waives any right that Mortgagor may have to a trial by jury as to any matter arising under the terms and conditions of this mortgage, or the promissory note secured hereby, or any other related loan or security document. This provision is a material inducement to Mortgage in accepting this mortgage from Mortgagor. 40. That, notwithstanding the terms and conditions of paragraph 14 of this mortgage provided this mortgage and the promissory note secured hereby and all other loan and security documents are and remain current and in good standing in all respects and provided Mortgagor pays when due or when required all required taxes, levies, assessments, insurance premiums, and other sums required to be paid pursuant to this mortgage and under the other loan and security documents, Mortgagee will not require the establishment of escrow accounts as set out in paragraph 14 of this mortgage. If such sums are not paid, however, when due and as required, Mortgagee may in its discretion require the establishment of the escrow accounts
described in paragraph 14 of this mortgage.

- 41. That a Loan Agreement has been executed by Mortgagor and by other co-borrowers and guarantors and by Mortgagee of even date herewith. This mortgage and the promissory note secured hereby are subject to the terms and conditions of said Loan Agreement.
- That Mortgagor hereby represents, warrants, and agrees that (i) Mortgagor is acting on Mortgagor's own behalf and that Mortgagor is not an employee benefit plan as defined in Section 3(3) of the Employee Retirement income Security Act of 1974, as amended (" ERISA"), which is subject to fitte 1 of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code;" each of the foregoing hereinafter referred to collectively as a "Plan"); (ii) Mortgagor's assets do not constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation Section 2510.3-101; and (iii) neither Mortgagor nor Mortgagor's assets will not be reconstituted as a Plan or as an entity whose assets constitute "plan assets." Further, Mortgagor will not enter into any lease or occupancy agreement affecting any portion of the Property unless the tenant thereunder represents that tenant is not a Plan or any entity where assets constitute such "plan assets."
- That this mortgage, as detailed in paragraph 28 above, also constitutes and shall be deemed and treated as a security agreement and fixture filing, as those terms (security agreement and fixture filing) are defined in the Uniform Commercial Code (as such Code now or hereafter exists) and in any state or states, including the State of Florida, in which the personal property described herein above and/or in which Mortgagor is located; and, because some of said property is or is to become fixtures on the Property, this mortgage shall also be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Property executed by Mortgagor (as "debtor") in favor of Mortgagee (as "secured party"); information pertaining to the security interest created hereby may be obtained from Mortgagee, the secured party hereunder, at the address of Mortgagee set forth above.
- 44. That, in addition to the provisions of paragraph 16 of this mortgage, at any time and from time to time at the request of Mortgagee, Mortgagor shall make, execute, and deliver and when appropriate record or file any and all additional mortgages, instruments, certificates, and other documents as in Mortgagee's discretion may be or are necessary to perfect, effectuate, continue, or preserve: (a) Mortgagor's obligations under the promissory note, this mortgage, and all other loan and security documents; and (b) the priority of the lien in fever-of Mortgagee upon the Property. The lien of this mortgage without further act shall attach automatically to all after-acquired property located on or necessary to the operation of the Property or any part thereof and to all promissory notes, claims, demands, liabilities, and obligations of Mortgagor (whether or not otherwise secured) that Mortgagee may have, hold, or acquire at any time during the term or life of this mortgage against one or more or all of the mortgages, subject however to the maximum sum that may be secured by this mortgage, which is specified in paragraph 16 hereof as being twice the original principal sum of the promissory note secured hereby.
- That, hereafter, at the joint election of Mortgagor and Mortgagee, by later executed modification agreement, additional lands, parcels, tenements, hereditaments, chattels, or entitlements may be pledged as collateral hereunder in favor of Mortgagee; and the lien of this mortgage may be spread to encumber such other lands, parcels, tenements, hereditaments, chattels, or entitlements of Mortgager. In the event of such spreading of the lien of this mortgage, the newly encumbered lands, parcels, tenements, hereditaments, chattels, or entitlements shall be deemed and considered a part of the Property as said term property is defined in this mortgage, as if and to the same extent as if said lands, parcels, tenements, hereditaments, chattels, or entitlements had been originally described in this mortgage, as part of the Property, at the time when executed by Mortgagor.
- 46. That Mortgago does hereby acknowledge and affirm that Mortgagor has received full, sufficient, and adequate consideration from or on behalf of Mortgagee and thus has been sufficiently induced to execute this mortgage in favor of Mortgagee upon the terms and conditions specified in this mortgage.

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be executed on the date set forth below.

Signed, sealed and delivered "N in the presence of:	MORTGAGOR" or "BORROWER" or "DEBTOR"
	LOYD PROPERTIES, LTD., a Florida nited partnership
(Name: A. KOESEMAT) O. Shatal	
(Name: O.SKUBISH)	VINCENT A. LLOYD, General Partner
STATE OF FLORIDA)	
) ss: COUNTY OF ST. LUCIE)	
General Partner of LLOYD PROPERTIES, LTD., a swear before me that said person executed the fore forth on behalf of said partnership. I further state that license of the aforesaid person or I am fair confirmed said person's identity.	Florida limited partnership, who did acknowledge and going instrument for the uses and purposes therein set (check one) I have examined the current driver's initial with the identity of the aforesaid person and have set my hand and official seal at the County and State NOTARY (PUBLIC, STATE OF FLORIDA (Name: ASAS J. KOESEMA)
My commission expires:	(Affix Seal)

F:\Taylor\Sherri\Documents2005A-28510-\t28617.wpd\File No: 9020-268

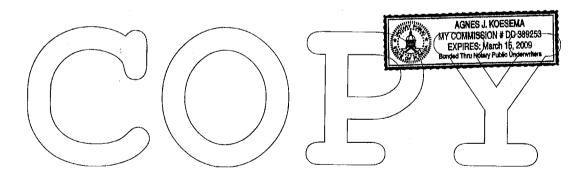


EXHIBIT "A"

(Legal Description)

The Southerly 286.34 feet, as measured along the Westerly Right-of-Way of U.S. Highway No. 1 (State Road No. 5) of the Easterly 324.20 feet, as measured along the Southerly line of the lands described in Official Records Book 545, Page 1045 of the Public Records of St. Lucie County, Florida, less the Easterly 20.45 feet as measured along said Southerly line of Official Records Book 545, Page 1045 of the Northerly 181.34 feet, as measured along the Right-of-Way of said U.S. Highway No. 1 of the above described lands, of the lands described in said Official Records Book 545, Page 1045 and as described as follows:

From the Northeast corner of the S.E. 1/4 of the N.E. 1/4 run North 88°07' West on the North quarter-quarter Section line 313.7 feet to the West Right-of-Way line of U.S. #1 (State Road #5) and the Point of Beginning; thence South 23°40' East Right-of-Way line 593.68 feet; thence South 79°35' West 1285 feet more or less to the West line of the S.E. 1/4 of the N.E. 1/4; thence Northerly along said West line 808 +/- feet to the Northwest corner of the S.E. 1/4 of the N.E. 1/4; thence South 88°07' East along the North quarter-quarter line of 10 17.39 feet to the Point of Beginning, lying and being in Section 20, Township 34 South, Range 40 East, Public Records of St. Lucie County, Florida.

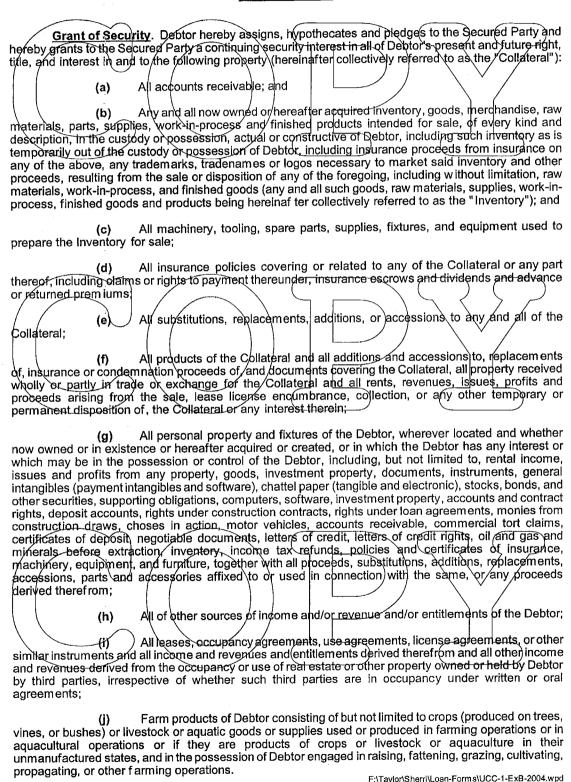
Together with:

A 30.00 foot wide easement for ingress and egress over and across the Southerly 30.00 feet of the Easterly 20.00 feet of the Northerly 181.34 feet of the Southerly 286.34 feet, the last two calls being measured along the Right-of-Way of said U.S. Highway No. 1 of the lands described in said Official Records Book 545, Page 1045 of the Public Records of St. Lucie County, Florida.

Together with any and all easements, entitlements, rights, or other appurtenances benefitting the above described property.

:\Taylox\Shern\Documents2005A-28810-\t29306.wpd\File No. 9020-268

EXHIBIT "B"



This instrument prepared by:
Record and return to:
J. Atwood Taylor, III, Esquire
Rossway Moore & Taylor, Attorneys at Law
5070 M. Highway A-1-A, Suite 200
Vero Beach, Florida 32963
Telephone: (772) 231 4440

RIVERSIDE NATIONAL BANK OF FLORIDA
COLLATERAL ASSIGNMENT OF LEASES, RENTS, AND PROFITS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, RIVERSIDE NATIONAL BANK OF FLORIDA (the "ASSIGNEE") with its office and mailing address at 2211 Okeechobee Road, Fort Pierce, Florida 34950, is the owner and holder of a promissory note (the "NOTE") in the original principal amount of Three Hundred Eight Thousand and No/100 (\$308,000.00) Dollars executed by LLOYD PROPERTIES, LTD., a Florida limited partnership ("ASSIGNOR"), whose address is P.O. Box 4382, Fort Pierce, Florida 34948, which NOTE is secured by a Mortgage and Security Agreement and by other related loan and security documents (collectively the "MORT-GAGE") executed by ASSIGNOR of even date herewith, recorded in the Office of the Clerk of the Circuit Court contemporaneously herewith and encumbering the property (the "PROPERTY") owned by ASSIGNOR and described as follows:

See EXHIBIT "/A" attached hereto and incorporated herein by reference

and:

NOW, THEREFORE, for good and valuable considerat on, in hand paid and received, the receipt and sufficiency of which are hereby acknowledged and confirmed by ASSIGNOR, ASSIGNOR does hereby assign, transfer, pledge, hypothecate, and set over unto ASSIGNEE and unto ASSIGNEE's successors and assigns, the possession of the PROPERTY; all of ASSIGNOR's interest as lessor under any and all leases, occupancy agreements, and license or use agreements, now or hereafter existing on or affecting all or any portion of the PROPERTY; and all rents, issues, and profits now due or hereafter to become due and derived from said leases and from any other occupancy agreements or license or use agreements and from the PROPERTY until all indebtedness evidenced by the NOTE and secured by the MORTGAGE shall have been fully paid and satisfied or until ASSIGNOR shall be entitled to such possession by order of Court or operation of law, such assignment being subject to the following terms and conditions:

Until default shall have occurred in the performance of any of the agreements, covenants, and promises contained in the NOTE, MORTGAGE, or in any other loan or security instruments given by ASSIGNOR to ASSIGNOR may continue to retain possession of and collect the rents, issues, and profits from the PROPERTY, or any portion thereof. This assignment shall be an assignment of all such leases, rents, and profits to ASSIGNEE; and ASSIGNOR agrees to execute and deliver to the holder of the NOTE and MORTGAGE any further assignment(s) necessary to perfect the transfer of such lease(s) to ASSIGNEE. ASSIGNOR agrees to furnish copies of originals of all leases, rental agreements, licenses and other documents in connection with income from the PROPERTY to ASSIGNEE promptly upon execution thereof together with a separate assignment thereof to ASSIGNEE pursuant hereto in form required by ASSIGNEE and the failure of ASSIGNOR to do so shall be a default hereunder.

ASSIGNOR agrees that in connection with any such leases or other documents that ASSIGNOR shall:

(a) Not permit or accept prepayment of rent or other income more than two (2) months in advance;

(b)

 (b) Hold all security deposits in a separate account, and a security interest therein is hereby granted to ASSIGNEE;
Not grant an concessions, forgiveness, forbearance or other refief from the obligations to pay money without ASSIGNEE's prior written consent; (d) Not terminate or reduce the term of or amount of rent or other payment due thereunder without ASSIGNEE's prior written consent; (e) Not breach, cause or/suffer a breach of any such lease or document by ASSIGNOR or by ASSIGNOR's successors or assigns; (f) Not enter into new leases of all or any portion of the PROPERTY for a term exceeding five (5) years in duration without prior written consent of ASSIGNEE.

Violation of the above covenants shall constitute a default hereunder and under the NOTE and under all other loan and security documents.

- All sums collected and received by ASSIGNEE out of the rents, issues, and profits of the PROPERTY shall first be applied by ASSIGNEE to the payment of: the costs of collection thereof; the costs and management, repairs, and upkeep of the PROPERTY including the purchase of such additional fixtures and equipment as ASSIGNEE in ASSIGNEE's sole discretion deems reasonably necessary for the maintenance of a proper rental value of the PROPERTY; all taxes, assessments, premiums for public liability insurance, and insurance premiums payable to ASSIGNOR or other owner of the PROPERTY as provided in the MORTGAGE; and any taxes imposed upon or collectible by ASSIGNEE under any federal or state law or ordinance enacted by political subdivision thereof or any supplements or amendments thereto. Second, the balance, if any, which shall be known as the net income, shall be applied first to interest due and then oward reduction of the principal indebtedness evidenced by the NOTE and secured by the MORTGAGE, provided, however, that no credit shall be given by ASSIGNEE for any sum or sums received from the rents, issues, and profits of the PROPERTY until the money collected is actually received by ASSIGNEE and no credit shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on the MORTGAGE indebtedness be given for any rents, issues, and profits derived from the PROPERTY after ASSIGNEE shall obtain possession of the PROPERTY under order of Court or by operation of law.
- ASSIGNEE may after occurrence of default as above provided from time to time appoint and dismiss such agents or employees as shall be necessary for the collection of the rents, issues, and profits and for the proper care and operation of the PROPERTY; and ASSIGNOR hereby grants to such agents or employees so appointed full and irrevocable authority for ASSIGNOR's benefit to manage the PROPERTY and to do all acts relating to such management, including, among other things, the making of new leases in the name of the owner or otherwise, the alteration or amendment of existing leases, the authorization of reasonable repairs or replacements to maintain the building or buildings and chattels situated upon the PROPERTY in a good and tenantable condition and making of such alterations or improvements as in the judgment of ASSIGNEE may be necessary to maintain or increase the income from the PROPERTY. ASSIGNEE shall have the sole control of such agents or employees whose remuneration shall be paid out of the rents, issues, and profits as hereinbefore provided at the rate of compensation accepted in the community wherein the PROPERTY is situated. Unless otherwise specified ASSIGNOR hereby expressly releases ASSIGNEE from any liability to ASSIGNOR for the reacts of such agents so long as they exercise reasonable care and agree that ASSIGNEE shall not be liable for ASSIGNEE neglect or for monies that may compensation assigned by ASSIGNEE hands unless saturable remained by ASSIGNEE. dome into ASSIGNEE's hands unless actually received by ASSIGNEE.
- ASSIGNOR agrees that nothing in this (agreement shall be construed to limit or restrict in any way the rights and powers granted in the MORTGAGE or other toan or security instruments given by ASSIGNOR to ASSIGNEE to evidence or further secure payment of the NOTE, and the rights herein shall be in addition thereto. The collection and application of the rents, issues and profits to the MORTGAGE indebtedness or as otherwise provided shall not constitute a waiver of any default which might exist at the time of application or thereafter exist under the loan instruments, and the same may be accelerated in accordance with their terms notwithstanding such application.

- ASSIGNOR does hereby grant to ASSIGNEE all rights, powers, and privileges set forth in Chapter 697, Florida Statutes, as amended from time to time, to the fullest extent available under law. Further, in the event ASSIGNEE has declared a default under the NOTE, MORTGAGE, this Agreement, or runder any other related loan or security document, ASSIGNOR does hereby grant to ASSIGNEE the right, power, and privilege to collect any and all rents, issues, and profits of and from the PROPERTY directly or indirectly with or without court order or approval and with or without notice to ASSIGNOR; this right, power, and privilege shall include out not be limited to the right, power, and privilege of ASSIGNOE to contact and otherwise deal with any and all tenants on the PROPERTY. ASSIGNEE may contact for any purpose such tenant or tenants, and for this purpose ASSIGNOR does hereby specifically name and appoint ASSIGNEE. and all of ASSIGNEE's officers, representatives, and attorneys as ASSIGNOR's agents and attorneys-in-fact.

 Rurther, such contact between ASSIGNEE or ASSIGNEE's officers, representatives, or attorneys and any such tenant or tenants shall not constitute fortious inference with contract or give rise to any other legal claims.
- Without regard to the value of the PROPERTY, ASSIGNOR does hereby grant to ASSIGNEE the right, power, and privilege to apply to a court of competent jurisdiction for the appointment of a receiver to collect rents and/or preserve the PROPERTY.
- ASSIGNOR does individually and do collectively waive any and all rights or entitlements ASSIGNOR may have to a trial by jury in any dispute in connection with this instrument.
- This Assignment of Leases, Rents and Profits shall inure to the benefit of ASSIGNEE and ASSIGNEE's successors and assigns, and shall be binding upon the successors, assigns, heirs, and legal representatives of ASSIGNOR. This instrument shall also be considered a security agreement under the Uniform Commercial Code.
- 9. The term rent or rents for purposes of this instrument shall be deemed to include all profits or income or monies directly or indirectly derived from the Property, including but not limited to profits or income or monies paid to ASSIGNOR or paid for the benefit of ASSIGNOR by parties in occupancy or possession of the Property for limited periods of time and not under leases. The term rent or rents shall be given its broadest definition, inasmuch as ASSIGNOR intends to assign collaterally by this instrument all rents, profits, income, and monies derived from the Property to ASSIGNEE as further security for the toan made by ASSIGNEE to ASSIGNOR.
- The assignment of leases, rents, and profits granted to ASSIGNEE by ASSIGNOR in and by virtue of this instrument shall become absolute and operative on written demand after default by ASSIGNOR made upon ASSIGNOR by ASSIGNEE and not by a document of record. Upon such demand after default by ASSIGNOR, the leases, rents, and profits shall be and shall be deemed to be the sole and exclusive property of ASSIGNEE. This instrument and all rights, remedies, and entitlements set forth herein in favor of ASSIGNEE are and shall remain fully assignable by ASSIGNEE.

ASSIGNOR does hereby acknowledge and affirm that full and adequate consideration has been received by ASSIGNOR from ASSIGNEE or from a third party for the benefit of ASSIGNEE in order to induce ASSIGNOR to grant to ASSIGNEE this assignment of leases, rents, and profits upon the terms and

conditions specified in this instrument. IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be executed and delivered on the date set forth below. Signed, sealed and delivered "ASSIGNOR" in the presence of: LLOÝD PROPERTIÈS, LTD., a F(orida limited partnership (Name: By: (Name: VINCENT A. LLOYD, General Partner

I HEREBY CERTIFY that before me, a Notary Public, personally appeared VINCENT/A. LLOYD, a General Partner of LLOYD PROPERTIES, LTD., a Florida limited partnership. who did acknowledge and swear before me that said person executed the foregoing instrument for the vises and purposes therein set forthon behalf of said partnership. I further state that check one have examined the current driver's license of the aforesaid person or lam familiar with the identity of the aforesaid person and have confirmed said person's identity. IN WITNESS WHEREOF, L have hereunto set my hand and official seal at the County-and State aforesaid this lotted with the light of the aforesaid this lotted with the light of the aforesaid this lotted with the light of the aforesaid person and have confirmed said person's identity. NOTARY PUBLIC, STATE OF FLORIDA (Name: Acades J. LOUSSMA) My commission expires: (Affix Seal) ANNEA (ACRESMA INCOMMISSION & DO 382233 EXPIRES Heart 15, 2009 Backet The lawr Mission with the light of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed and official seal at the County-and State aforesaid this local person and have confirmed with the light of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have confirmed with the identity of the aforesaid person and have	STATE OF FLORIDA)							
Seneral Partner of ELOYD PROPERTIES, LTD., a Florida limited partnership, who did acknowledge and swear before me that said person executed the foregoing instrument for the uses and purposes therein set forth on behalf of said partnership. I further state that check one) I am familiar with the identity of the aforesaid person and have confirmed said person's identity. IN WITNESS WHEREOF, have hereunto set my hand and official seal at the County and State aforesaid this IN WITNESS WHEREOF, have hereunto set my hand and official seal at the County and State aforesaid this OTH day of March, 2005. NOTARY PUBLIC, STATE OF FLORIDA (Name: ACNES J. LOSSIMA) My commission expires: (Affix Seal)	COUNTY OF ST. LUCIE							
AGNES A KOESEMA AGNES J LOUS MATCH AGNES	I HEREBY CERTIFY that before me, a Notary Public, personally appeared VINCENT A. LLOYD, a General Partner of LLOYD PROPERTIES, LTD., a Florida limited partnership, who did acknowledge and swear before me that said person executed the foregoing instrument for the uses and purposes therein set forthon behalf of said partnership. I further state that check one) I am familiar with the identity of the aforesaid person and have							
F/Taylox/Sherri\Documents2005A-28810-\t28602.wpd\File No: 9020-268 AGNES 6. KOESEMA MYCOMMISSION # DD 389253	IN WITNESS WHEREOF, I have hereus aforesaid this 10 TIL day of March, 2005.	NOTARY PUBLIC, STATE OF FLORIDA						
AGNES & KOESEMA MY COMMISSION # DD 389253	My commission expires:	(Affix Seal)						
	F/Taylor/Sherri\Documents2005A-28510-\\129602.wpd\File No: 9020	AGNES 6, KOESEMA MY COMMISSION # DD 389253						

EXHIBIT "A"

(Legal Description)

The Southerly 286.34 feet, as measured along the Westerly Right-of-Way of U.S. Highway No. 1 (State Road No. 5) of the Easterly 324.20 feet, as measured along the Southerly line of the lands described in Official Records Book 545, Page 1045 of the Public Records of St. Lucie County, Florida, less the Easterly 20.45 feet as measured along said Southerly line of Official Records Book 545, Page 1045 of the Northerly 181.34 feet, as measured along the Right-of-Way of said U.S. Highway No. 1 of the above described lands, of the lands described in said Official Records Book 545, Page 1045 and as described as follows:

From the Northeast corner of the S.E. 1/4 of the N.E. 1/4 run North 88°07' West on the North quarter-quarter Section line 313.7 feet to the West Right-of-Way line of U.S. #1 (State Road #5) and the Point of Beginning; thence South 23°40' East Right-of-Way line 593.68 feet; thence South 79°35' West 1285 feet more or less to the West line of the S.E. 1/4 of the N.E. 1/4; thence Northerly along said West line 808 +/- feet to the Northwest corner of the S.E. 1/4 of the N.E. 1/4; thence South 88°07' East along the North quarter-quarter line of 1017.39 feet to the Point of Beginning, lying and being in Section 20, Township 34 South, Range 40 East, Public Records of St. Lucie County, Florida.

Together with:

A 30.00 foot wide easement for ingress and egress over and across the Southerly 30.00 feet of the Easterly 20.00 feet of the Northerly 181.34 feet of the Southerly 286.34 feet, the last two calls being measured along the Right-of-Way of said U.S. Highway No. 1 of the lands described in said Official Records Book 545, Page 1045 of the Public Records of St. Lucie County, Florida.

Together with any and all easements, entitlements, rights, or other appurtenances benefitting the above described property.

.Taylor\Sherri\Documents2005A-28510-\t29306.wpd\File No. 9020-268

STATE OF FLORID			CIAL C	CODE						
FINANCING STATI A. NAME & DAYTIME PHON J. Atwood Taylor, II										
B. SEND ACKNOWLEDGEM Name J. Atwood Taylor, III, E Rossway Moore & Taylo Address 5070 N. Highway A-1 Address The Oaly Point Profess	ENT TO: sq. or -A, Strike 200) (
City/State/Zip /Vero Beach, Fl.					THE ABO	OVE SP	CE IS FOR FI	LING C	FICE USE	ONLY
1. DEBTOR'S EXACT FULL 1a. ORGANIZATION'S NAME.	LEGAL NAME - INSI	EAT ONLY ON	E DEBTOR	NAME (1	a OR 1b) - D	o Not Al	obreviate or Con	bine Na	mes	
Lloyd Properties, Ltd. 1b. INDIVIDUAL'S DAST NAI	ME		FIRST N	AME)——	MIDDLE NAI	ME		SUFFIX
	QUIRED ADD'L INFO ORGANIZATION	1e. TYPE OF		TION			STATE Florida OF ORGANIZA	34948	lg. ORGA	COUNTRY U.S.A. NIZATIONAL ID#
DEF	BTOR				St. Lucie Co			·	A98000001	NONE
2a. ORGANIZATION'S NAME	EXACT FULL LEGA	L NAME - INS	ERT ONLY	ONE DEE	TOR NAME	(2a OR	2b) – Do Not Al	breviate	or Combine	Names
2b. INDIVIDUAL'S LAST NAM	AE		FIRST NA	AME			MIDDLE NAM	ИE		SUFFIX
2c. MAILING ADDRESS			CITY	-			STATE	POST	AL CODE	COUNTRY
/ / RE:	UIRED ADD'L INFO ORGANIZATION TOR	Ze. TYPE OF (ORGANIZA	TION	2f. JURISDI	ICTYON	OF ORGANIZA	TION	2g/ORGAN	VIZATIONAL ID#
3. SECURED PARTY'S NAM	IE (or NAME of TOTA	L ASSIGNEE of	ASSIGNO	R S/P)– IN	SERT ONLY	ONE SI	ECURED PART	NAMI	E (3a OR 3b)	
3a. ORGANIZATION'S NAME RIVERSIDE NATIONAL BANI 3b. INDIVIDUAL'S LAST NAM	K OF ELORIDA \		FIDOTAL	3.07						T
3c. MAILING ADDRESS	71.6		FIRST NA	IME			MIDDLE NAM			SUFFIX
2211 Okeechobee Road			Fort Pierce	.	 -		STATE Florida	34950	AL CODE	COUNTRY U.S.A.
4. This FINANCING STATE! All that certain property of De EXHIBIT "A" attached hereto a	btor set forth on EXH	IBIT "B" attac	hed hereto	and inco	rporated he	rein by	reference loca	ted at t	he property	described on
5. ALTERNATE DESIGNATI	ON (if applicable)	LESSEE/LES	ssor /	CONSIG	NEE/CONSI	GNOR	BAILEE/F	AILOR		
		AG. LIEN		ש-תסא	CC FILING		SELLER/	BUYER		
6. Florida DOCUMENTARY	STAMP TAX - YOU	J ARE REQUIR	ED TO CHE	CK EXAC	TLY ONE B	юх				
All documentary stamps Florida Documentary Sta			nd payable	pursuant	to s. 201.22 l	F.S., ha	ve been paid.			
OPTIONAL FILER REFE	·	<u> </u>							·	

. OPTIONAL FILER REFERENCE DATA

EXHIBIT "A"

(Legal Description)

The Southerly 286.34 feet, as measured along the Westerly Right-of-Way of U.S. Highway No. 1 (State Road No. 5) of the Easterly 324.20 feet, as measured along the Southerly line of the lands described in Official Records Book 545, Page 1045 of the Public Records of St. Lucie County, Florida, less the Easterly 20.45 feet as measured along said Southerly line of Official Records Book 545, Page 1045 of the Northerly 181.34 feet, as measured along the Right-of-Way of said U.S. Highway No. 1 of the above described lands, of the lands described in said Official Records Book 545, Page 1045 and as described as follows:

From the Northeast corner of the S.E. 1/4 of the N.E. 1/4 run North 88°07' West on the North quarter-quarter Section line 313.7 feet to the West Right-of-Way line of U.S. #1 (State Road #5) and the Point of Beginning; thence South 23°40' East Right-of-Way line 593.68 feet; thence South 79°35' West 1285 feet more or less to the West line of the S.E. 1/4 of the N.E. 1/4; thence Northerly along said West line 808 +/- feet to the Northwest corner of the S.E. 1/4 of the N.E. 1/4; thence South 88°07' East along the North quarter-quarter line of 1017.39 feet to the Point of Beginning, lying and being in Section 20, Township 34 South, Range 40 East, Public Records of St. Lucie County, Florida.

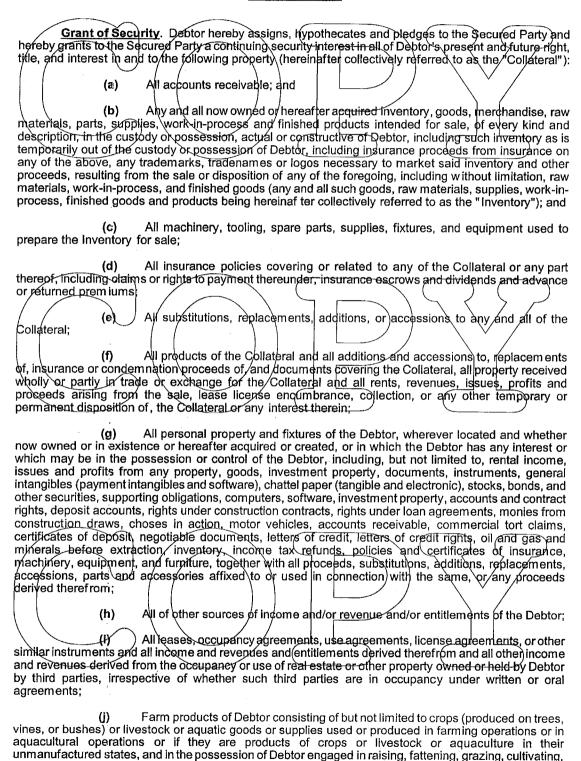
Together with:

A 30.00 foot wide easement for ingress and egress over and across the Southerly 30.00 feet of the Easterly 20.00 feet of the Northerly 181.34 feet of the Southerly 286.34 feet, the last two calls being measured along the Right-of-Way of said U.S. Highway No. 1 of the lands described in said Official Records Book 545, Page 1045 of the Public Records of St. Lucie County, Florida.

Together with any and all easements, entitlements rights, or other appurtenances benefitting the above described property.

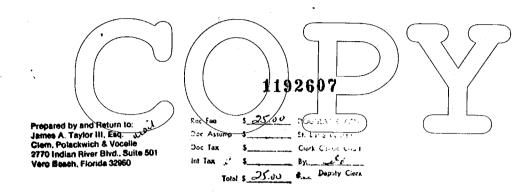
(\TaylonSherri\Documents2005A-285\0-\t29306.wpd\File No. 9020-268

EXHIBIT "B"



F:\Taylor\Sherri\Loan-Forms\UCC-1-ExB-2004.wpd

propagating, or other farming operations.



COVENANTS AND RESTRICTIONS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS:

WHERRAS, NICHOLAS M. SIMOS and FLORENCE SIMOS, his wife (as to an undivided one-half (1/2) interest) and HERBERT T. CLARK, III and SHARON D. CLARK, his wife (as to an undivided one-half (1/2) interest) (hereinafter collectively referred to as "GRANTOR") have conveyed certain property (hereinafter referred to as the "Property") to SHARON ROWAND, a married woman (hereinafter referred to as "GRANTEE"), which is described as follows:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

WHEREAS, GRANTOR has retained title to a strip of land measuring approximately 20.00 feet by 181.34 feet adjacent to the Northerly 181.34 feet of the Property on the East (hereinafter referred to as the "Retained Land"), over a portion of which Retained Land GRANTOR has conveyed to GRANTEE a non-exclusive easement for ingress and egress to and from the Property; and

WHEREAS, GRANTOR has agreed with GRANTEE to execute certain covenants and restrictions regarding the use of the Retained Land, a portion of which is burdened by the easement granted by GRANTOR to GRANTEE; and

WHEREAS, GRANTOR desires to set forth said covenants and restrictions in a written instrument.

NOW THEREFORE for and in consideration of the sum of Ten and No/100 (\$10.00) bollars in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR agrees as follows:

- 1. The above recitals are affirmed as being true and correct and hereby incorporated herein by reference.
- 2. The Retained Land is hereby restricted as to said Retained Land's use solely to vehicular and pedestrian ingress and egress. There shall exist no improvements upon said Retained Land



or other installation, including signage and the like, during the term of these covenants. The Retained Land so restricted is described as follows:

See EXHIBIT "B" attached hereto and incorporated herein by reference.

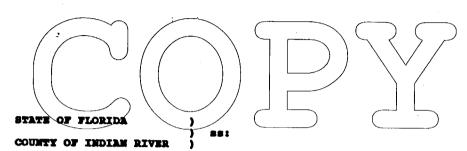
3. These said covenants and restrictions shall run with the Retained Land burdened by the said easement until such time as these covenants and restrictions are modified by the GRANTOR with the express written consent of the GRANTEE, or GRANTEE's successors in title or legal heirs, successors, representatives, or assigns, or until such time as the easement is released or reconveyed by GRANTEE, or GRANTEE's successors in title of legal heirs, successors, representatives, or assigns,

4. This Agreement shall be governed by and construed with the laws of the State of Florida and shall be binding upon the GRANTOR's successors in title and legal heirs, representatives, successors, or assigns.

IN WITHESS WHEREOF, the undersigned have hereunto affixed their hands and seals on the date set forth below.

Signed, sealed, and delivered in the presence of:

(name: 100 co. 100



I HERRBY CERTIFY that before me, a Notary Public, personally appeared NICHOLAS M. SIMOS and FLORENCE SIMOS, his wife, to me known to be the persons described in and who executed the foregoing instrument and who acknowledge before me that they executed the same for the purposes therein set forth for and on behalf of said corporation. I further state that I have examined the current Florida driver's licenses of the said persons and have confirmed said persons' identity, and that said persons did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

AN PUBLIC OFFICIAL NOTARY SEAL

COMMISSION NUMBER

COMMISSION NUMBER

CONMISSION NUMBER

NOV. 4.1925

I HEREBY CERTIFY that before me, a Notary Public, personally appeared HERBERT T. CLARK, III, individually, and HERBERT T. CLARK, III, as Attorney-in-Fact for SHARON D. CLARK, his wife, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that he executed the same for the purposes therein set forth for and on behalf of said corporation. I further state that I have examined the current driver's license of the said persons and have confirmed said persons' identity, and that said persons did not take an oath.

WITMESS my hand and official seal in said County and State last aforesaid, this hand day of July, 1992.

NOTARY PUBLIC, STATE OF FLORIDA
(name: talucia de loca)

Serial Number: CC 201250

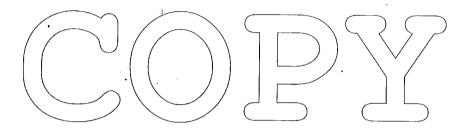
My commission expires:

COUNTY OF INDIAN RIVER



Control of the Contro

(Affix Seal)

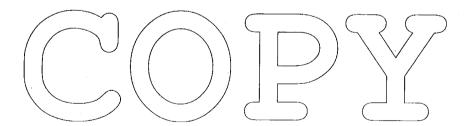


THE SOUTHERLY 286.34 FEET, AS NEASURED ALONG THE MESTERLY RIGHT-OF-WAY OF U.S. HIGHMAY NO. 1 (STATE ROAD NO.5), OF THE EASTERLY 324.20 FEET, AS NEASURED ALONG THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 545, PAGE 1045 OF THE PUBLIC RECORDS OF ST. LUCIE COURTY, FLORIDA, LESS THE EASTERLY 20.45 FEET AS MEASURED ALONG SAID SOUTHERLY LINE OF O.R.B. 545, PG. 1045 OF THE NORTHERLY 181.34 FEET, AS MEASURED ALONG THE RIGTH-OF-WAY OF SAID U.S. HIGHWAY NO. 1 OF THE ABOVE DESCRIBED LANDS, OF THE LANDS DESCRIBED IN SAID O.R.B. 545, PG. 1045 AND AS DESCRIBED AS FOLLOWS:

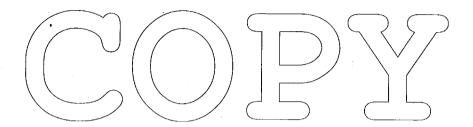
FROM THE MORTHEAST CORNER OF THE SE1/4 OF THE ME 1/4 RUM NORTH 80° 07' MEST ON THE MORTH QUARTER SECTION LINE 313.7 FEET TO THE MEST RIGHT-OF-MAY LINE OF U.S. 01 () STATE HOAD 05) AND THE POINT OF BEGINNING; THENCE SOUTH/23° 40' EAST-ALONG THE SAID MEST RIGHT-OF-MAY LINE 593.68 FEET; THENCE SOUTH/79° 35' MEST 1285 FEET HORE OR LESS TO THE MEST LINE OF THE SE1/4 OF THE ME1/4; THENCE HORTHERY ALONG SAID MEST LINE 808 0/- FEET TO THE MORTHERST CORNER OF THE SE1/4 OF THE NORTHERST CORNER OF THE SE1/4 OF THE NORTH OUAPTER-QUARTER LINE 1017.39 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION-20, TOWNSHIP 34 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER MITH:
A 30.00 FOOT MIDE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTHERLY
30.00 FEET OF THE EASTERLY 20.00 FEET OF THE NORTHERLY 181.34 FEET OF THE
SOUTHERLY 286.34 FEET, THE LAST TWO CALLS BEING MEASURED ALONG THE RIGHT-OF-WAY
OF SAID U.S. HIGHWAY No. 1, OF THE LANDS DESCRIBED IN SAID O.R. B. 545, PAGE 1045
OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL CONTAINS 2.00 ACRES BY CALCULATION OF THIS DESCRIPTION.



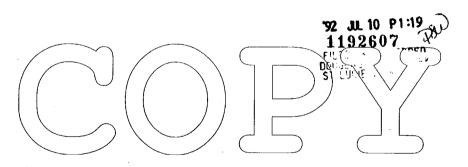




The Easterly 20.00 feet of the Northerly 181.34 feet of the Southerly 286,34 feet, the last two calls being measured along the right-of-way of U.S. Highway No. 1 of the lands described in O.R.B. 545, Page 1045 of the Public Records of St. Lucie County, Florida.

The lands described in O.R.B. 545, Page 1045, Public Records of St. Lucie County, Florida are described as follows:

FROM THE MORTHEAST CORNER OF THE SE1/4 OF THE ME 1/4 RUN MORTH 88° 07' MEST OM THE-MORTH QUARTER-QUARTER-SECTION LINE 313.7 FEET TO THE MEST RIGHT-OF-WAY LINE OF U.S. •1 (STATE ROAD •5) AND THE POINT OF BEGINNING; THENCE SOUTH 23° 40' EAST ALONG THE SAID MEST RIGHT-OF-MAY LINE 593.68 FEET; THENCE SOUTH 79° 35' MEST 1285 FEET HORE OR LESS TO THE MEST LINE OF THE SE1/4 OF THE ME1/4; THENCE MORTHERLY ALONG SAID MEST LINE 808 •/- FEET TO THE MORTHHEST CORNER OF THE SE1/4 OF THE ME1/4; THENCE SOUTH 88° 07' EAST ALONG THE MORTHHEST QUARTER-QUARTER LINE 1017. 39 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 20, TOWNSHIP 34 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.





FILE # 2920408 OR BOOK 2645 PAGE 2518, Recorded 08/31/2006 at 11:31 AM

Doc Tax: \$105.00

8416-FL (05-2002)



BELLSOUTH

STATE OF FLORIDA COUNTY OF ST. LUCIE

Parcel ID # 1420-141-0003-000-8

Return document to:
Jim Cox
5360 NW Nassan Lane
Port St. Lucie, FL 34983-3312

EASEMENT

For and in consideration of One dollar (\$1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner of the premises described below, hereinafter referred to as Grantor, does hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in OR Book 2035, page 1268, St. Lucie County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 20, Township 34 South, Range 40 East, St. Lucie County, State of Florida, consisting of a parcel of land 12 ft x 15 ft.

See Exhibit "A"

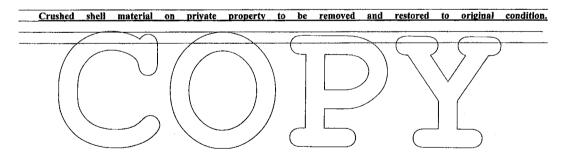
The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon over, and under said easement for communications or electric power transmission or distribution; incress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, other obstructions; the right, but not the obligation, to trim and cut and keep rimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, the right to relocate said facilities, systems of communications or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licenses, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

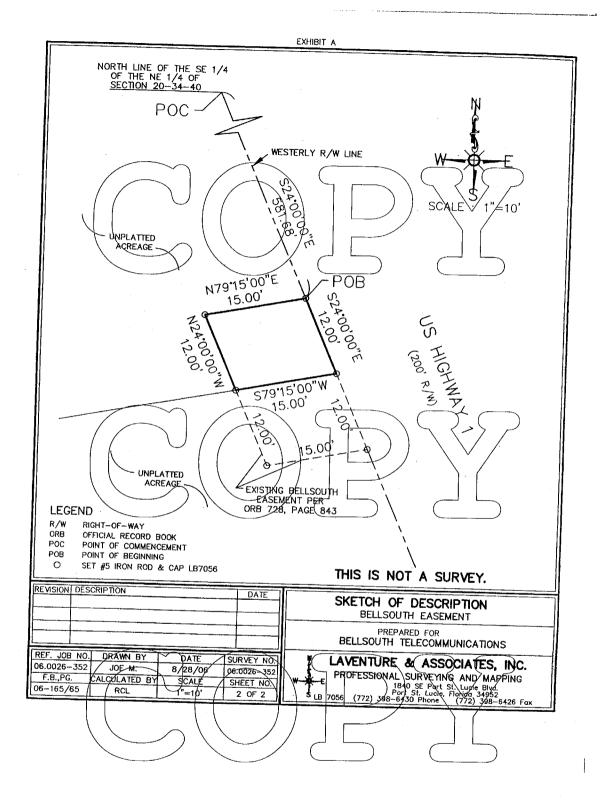
SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:



Lloyd Properties Ltd. BellSouth Telecommunications, Inc. 3300 Okeechobee Road, Room 237 Ft. Pierce, FL 34947 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	IN WITNESS, whereof, the undersigned has caused this instrum	ent to be executed on this Ath da	y of Noust, 2006
Witness Winess W		Lloyd	Proparties I td
Printed Name: Links Higgs Printed Name: Note of Florida State of Florida County of St. Lacie I HEREBY CERTIFY that Links The foregoing instrument was acknowledged before me this Strip day of Angles According to the same the same of the same than the same the same the same the same the same that the same	in the presence of:	Name	e of Corporation
Witness Printed Name: MANASTIGE TACTORY Witness Printed Name: MINDENT A. LLOYD Witness State of Florida State of Florida State of Florida State of Florida I HEREBYCERNIFY that ANASTIGE TACTORY ACCOL BY 118 CENTY A. LLOYD Who is personally known to me or has produced as identification and who did/did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid this ANGLOST AND COST AN	Witness Higgins		Und a dry
Witness Printed Name: Act 125 Octobrile Printed Name: Act 125 Octobrile State of Florida County of St. Lucie I HEREBY CERUIFY that Allow Decrease as identification and who did/did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid this Act 15 The day of Aug-05-T Aug-	Printed Name: Susan Higgins	Printed Name: 1	NCENT A. LLOYD
State of Florida County of St. Lucie I HEREBY CERCIFY that		Title: MANAGE	JG PARTILLER
County of St. Lucie I HEREBY CERTIFY that			
acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this 25 TH day of who is personally known to me or has produced as identification and who did/did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid this 25 TH day of AUG-05T AUG			
ANGUST Address: Commission Number: My Commission Expires: My Commission Expires: My Commission Number: My Commission Number: My Commission Number: My Commission Expires: My Commission Number: My Co	I HEREBY CERTIFY that LINGENT A. LLOYD	personally at	neared before ma and
as identification and who did/did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid this 2 8 TH day of AUG-05T doubt a color of AUG-05T day of A	acknowledged that he/she was the same. The foregoing instrumen	it was acknowledged before me thi	is day of
WITNESS my hand and official seal in the County and State last aforesaid this	as identification and w	who is person	ally known to me or has produced
Notary Public AGNES J. KOESEMA Print Name AGNES J. KOESEMA MY COMMISSION ED 19389258 Print Name Commission Number: My Commission Expires: My Commission Expires: My Commission Expires: Grantee's Address BellSouth Telecommunications, Inc. 3300 Okeechobee Road, Room 237 Fort Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	WITNESS my hand and official seal in the County and State last		day of
AGNES J. KOESEMA MY COMMISSION I DD 389253 EXPIRES: March 15, 2009 Booded Tree Notery Public Underwriters My Commission Expires: Grantee's Address Lloyd Properties Dtel P.O. Box 4382 Fort Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number		,	
Print Name NY COMMISSION & DD 389258 EXPIRES: March 15, 2009	VPI NOV / 1/4 south		
Print Name EXPIRES: March 15, 2009 Bonded Thru Netsey Public Undownships Commission Number: My Commission Expires: Grantee's Address Lloyd Properties Dtd. P.O. Box 4382 Fort Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	MY COMMISSION # DD 389253		
My Commission Expires: Granter's Address: Lloyd Properties Ltd. P.O. Box 4382 Port Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	Print Name Expires: March 15, 2009		
Granter's Address: Lloyd Properties Ltd. P.O. Box 4382 Fort Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	Commission Number:		
Lloyd Properties Ltd. BellSouth Telecommunications, Inc. 3300 Okeechobee Road, Room 237 Ft. Pierce, FL 34947 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	My Commission Expires:		
Lloyd Properties Ltd. BellSouth Telecommunications, Inc. 3300 Okeechobee Road, Room 237 Ft. Pierce, FL 34947 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number			
Lloyd Properties Etcl. P.O. Box 4382 Fort Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number	Grantor's Address:	Grantee's Address	
Fort Pierce, FL 34948 TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC. District Wire Center Authority Drawing Location Plat Number R/W Number		BellSouth Telecomn	nunications, Inc.
District Wire Center Authority Drawing Location Plat Number R/W Number	Fort Pierce, FL 34948	Ft. Pierce, FL 34947	oad, Room 237
District Wire Center Authority Drawing Location Plat Number R/W Number	TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATI	ONS INC	
A	District		Authority
A	Drawing Location	DI (A)	
Approval Title	Location	Plat Number	R/W Number
	Approval		Title

PREPARED FOR
BELLSOUTH TELECOMMUNICATIONS REF. JOB NO. DRAWN BY DATE SURVEY NO. LAVENTURE & ASSOCIATES, INC. 06.0026-352 JOE M 8/28/08 06.0026-352 PROFESSIONAL SURVEYING AND MAPPING F.B.,PG. ALCULATED B SCAL SHEET NO. 1840 SE Port St. Lucie Blyd. Port St. Lucie, Florido 34952 -6430 Phone (772) 398-6426 Fox 06-165/65 RCL 1"=10" 1 OF 2



PROPERTY RECORD CARD

Nantone Development And Mgmt Record: 1 of Spec.Assmnt Exemptions Permits Home Print <<Pre><<Pre> Next >> Taxes

Property Identification

Site Address:

3685 RIDGEHAVEN RD

Sec/Town/Range: Map ID:

21:34S:40E 14/21S

CG

ParcelID: Account #:

Land Use: City/Cnty:

1421-701-0008-000-4

8167 OPN STRGE

St Lucie County



Ownership and Mailing

Owner: Address:

Zoning:

Nantone Development And Mgmt

3685 Ridgehaven Road

Fort Pierce FL 34946

Legal Description

WILLIAM CARLSAN'S SUBDIVISION FROM SW COR OF SEC RUN N

00 DEG 28 MIN 31 SEC E ALG W LI OF SEC 25 FT

More...

Sales Information

Date 7/18/2002 5/1/1976

712500 56000 Code 06 00

Deed WD CV

Book/Page 1559 / 2493 0252 / 0363

Assessment 2009 Final Total Land and Building 749200 2009 Final: Assessed:

749200

Land Value:

729200 Acres: 16.74 Building Value: 20000 Finished Area: 1502 SqFt

Exempt: Taxable:

Ag.Credit:

Taxes: 14567.08

BUILDING INFORMATION



Exterior Features

View: ExtType: Grade:

0010 - 1 Story StoryHght:

INDF - INDUS-FLEX Y D - Commer D

EffYrBlt: No.Units: SM - Sheet Metal 1950 1950

100

RoofStruct: Frame: PrimeWall: SecWall:

BR - BarJst/Rigid

CM - Corr Metal

Interior Features

LGT2 - DOUBLE LIGHT

BedRooms: FullBath: 1/2Bath:

%A/C

100

HeatFuel: %Heated:

RoofCover:

YearBlt:

MX - MAXIMUM

4900-OPN STRGE

AvgHt/FI: Prm.Flors: %Sprinkled:

PrmIntWall:

DW - Drywall STD CG - CONC GRD

0

Special Features and Yard Items Land Information Type Cond. AV

Electric:

HeatType:

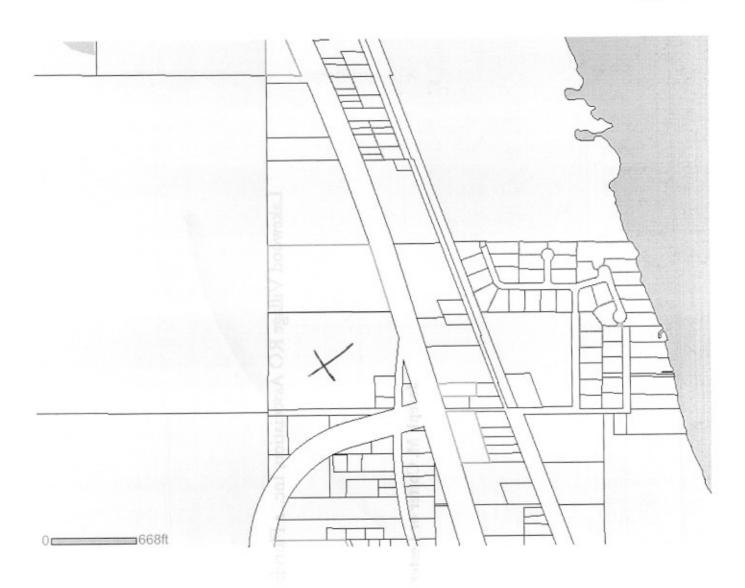
Units Qual. YrBlt. No. Land Use

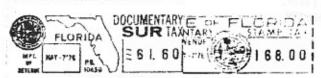
Туре 515 -Sq Feet Measure 729194

Depth

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

1950





334401

This instrument was prepared by:

L. B. VOCELLE 2140 10th Avenue, P. O. Box 488

(STATUTORY FORM - SECTION 689.02 F.S.)

VERO BEACH, FLORIDA 32960

This Indenture. Made this

May

19 76 . Between

JIM B. DIAMOND and DOROTHY L. DIAMOND, his wife

St. Lucie of the County of

. State of Florida

grantor*, and

OMEC CORPORATION OF FLORIDA, a Florida corporation

whose post office address is 4000 N. U. S. Highway \$1, Fort Pierce, Florida

of the Counts of St. Lucie

. State of

Florida

Fitnesseth. That said granter, for and in consideration of the sum of

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit

Being that part of the South 191.78 feet of Lot 1 of CARLSAN'S SUBDIVISION as recorded in Plat Book 3, page 24, of the Public Records of St. Lucie County, Florida, lying West of U. S. #1, and being that part of the North 311.63 feet of Lot 2, of said Carlsan's Subdivision, lying West of U.S. #1 and Ridgehaven Road, and being the West 851.06 feet of the South 57.37 feet of said Lot 2. and being the West 851.06 feet of Lot 3 of said Carlsan's Subdivision, more particularly described as follows: Beginning at the Southwest corner of Lot 3, Carlsan's Subdivision as recorded in Plat Sook s, page 24 of the Public Records of St. Lucie County, Florida, said corner being the Southwest corner of Section 21. Township J4 South, Range 40 East and being an 1-1/4" iron pipe; thence run N 00°28'31" E, along the West line of said Section 21, 791.75 feet; thence run S 89039' 21" E, 965.76 feet to the West Right-of-way of U.S. #1; thence run S 1608' 36" E, along the said West Right-of-Way of U.S. #1, 204.72 feet to the intersection of the West right-of-ways of U.S. \$1 and Ridgehaven Road; thence run S 02042'39' W, along the West right-of-way of Ridgehaven Road, 307.37 feet;

(continued on reverse side) and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims et all persons whomewer-

""Grantor" and "granter" are used for singular or plural, as context requires

In Witness Whereng, Granter has bereaute set granter's logist and sext the day and year first above written.

148-201- William 14 6/1 COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally

MD: 701-1168 6614

Server by Arts as a since

JIM B. DIAMOND and DOROTHY L. DIAMOND, his wife

to me known to be the persong described in and who executed the foregoing instrument and acknowledged before me that they executed the same

WITNESS my hand and official seal in the County and State last atoresaid this /

My commussion expires 5 25 78

State of Florida at Large

252 m 363

Continued from page 1:

thence run N 89°29'21" W, 161.26 feet; thence run S 00°28'31" W, 288.37 feet, to the South line of said Lot 3 and the South line of said Section 21, said point being 150 feet West of the West right-of-way of Ridgehaven Road; thence run N 89°39'21" W, 851.06 feet, to the Point of Beginning; containing 17.297 acres, more or less.

- 1. Taxes for 1976 and all subsequent years.
- 2. Conditions, limitations, restrictions, easements, and instruments of record.
- Applicable building and zoning ordinances.
 Purchase money mortgage of even date hereof.

1 39 PM '76

334401

This Instrument Prepared by and Return to:: William F. Murphy, Esquire
Law Offices of Murphy & Orlinen
2125 Biscayne Boolevard, Sune 205
Minms, Florida 33137

Property Appraises's Parcel ID No. 1421-701-0008-000/4

WARRANTY DEED

This Warranty Deed, made this day of July. 2002, Between FRANK HARRIS, PRESIDENT and FORMER DIRECTOR OF SOUTH-EAST OMEC CORPORATION OF FLORIDA. A dissolved Florida corporation, Trustee, whose post offices box address is 337 Dover Road, Oxford; GA 30054, joined by FAY E. HARRIS, FORMER DIRECTOR, Grantor, and NANTONE DEVELOPMENT & MANAGEMENT CO., INC., by NANCY D'A'MICO, PRESIDENT and ANTHONY D'AMICO, SECRETARY, whose post office box address is 506 Cypress Road, Vero Beuch, Florida 32963, Grantee, e

WITNESSETH, that Grantor, for and consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to said Grantee and Grantee's heirs and assigns forever, all of that certain land, lying and being in St Lucie County, Florida, to wit:

BEING that part of the South 191.78 feet of Lot 1 of CARLSANS SUBDIVISION as recorded in Pint Book 2, Page 24 of the Public Records of St. Lucle County, Florida, lying West of U.S. #1 and being that part of the North 311.63 feet of Lot 2 of said CARLSANS SUBDIVISION. LYING West of U.S. #1 and Ridgehaven Read, and being the West #51.06 feet of the South 57.37 feet of said Lot 2, and being the West #51.06 feet of Lot 3 of said CARLSANS SUBDIVISION, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF Lot 3, CARLSANS SUBDIVISION as recorded in Plat Book 3, Page 24 of the Public Records of St. Lucie County, Florida, said corner being the Southwest corner of Section 21, Township 34 South, Range 40 East and being an 1-1/4" iron pipe; theseer run North 00 degrees 28 minutes 31 seconds East along the West line of said Section 21, 791.78 feet; thence run South 89 degrees 38 minutes 21 seconds East along the said West right of way of U.S. #1; thence run South 16 degrees 08 minutes 36 seconds East along the said West right of way of U.S. #1 204.72 feet to the intersection of the West right of way of U.S. #1 and Ridgehaven Road; thence run South 02 degrees 42 minutes 39 seconds West along the West right of way of Ridgehaven Road, 307.37 feet; thence run North 89 degrees 39 minutes 21 seconds West 161.26 feet; thence run South 00 degrees 28 minutes 31 seconds West 288.37 feet to the south line of said Lot 3 and the south line of said Section 21 said point being 150 feet West of the West right of way of Ridgehaven Road; thence run North 89 degrees 39 minutes 21 seconds West 1851.06 feet to the POINT OF BEGINNING; containing 17.297 acres, more or less, being commonly known as No. 4001 North U.S. Highway #1, Ft. Pierce, Florida 33450.

This conveyance is subject to the following:

- Taxes for the year 2000/2001 and subsequent years;
- Zoning and/or restrictions and prohibitions imposed by governmental authority; and restrictions and
 other matters appearing on the plat and/or common to subdivision and utility easements of record;
- That certain Note and Mortgage in the original principal amount of \$60,000.00 dated August 16, 1996, recorded in Official Records Book 1033, Page 1550, of the Public Records of St. Lucie County, Florida; and subsequently assigned by document recorded in Official Records Book 1355, Page 2913, of the Public Records of St. Lucie, Florida;
- That certain Note and Mortgage in the original principal amount of \$45,000.00 dated April 28, 1999, recorded in Official Records Book 1233, Page 2223, of the Public Records of St. Lucie County, Florida; and
- Purchase Money Mortgage given by the Grantee herein to secure the sum of \$534,500.00.
- "Grantor" and "Grantee" are used for singular or plural, as context requires.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Granter hereby covenants with said Grantee that the Granter is lawfully seized of said land in fee simple, that the Granter has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 201

Continued on page 2

initial

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed, and Delivered in the presence of: (as to both)

Ronce Rutled & Print name: 1134 Clark St

Covington, GA 30014

SOUTH-EAST OMEC CORPORATION, a dissolved Florida corporation

FRANK HARRIS, Individually

STATE OF GEORGIA

The foregoing instrument was acknowledged under oath before me this tay of July 2002, by FRANK HARRIS and FAY E. HARRIS, who are personally known to me or produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 18th day of July, 2002.

Notary Public, State of Georgia

F/WPCLIENTS/Harris 17TSale of Property 171.50Docs/Warranty Deed 11-15-01.wpd

OWNERSHIP REPORT

Issued by

ATLANTIC COASTAL TITLE CORPORATION

3850 20th Street, Suite 6, Vero Beach, Florida 32960 Telephone: (772) 569-4364

ACTC File No: 30078101

Customer Ref: 3685 Ridgehaven Rd, Ft. Pierce, FL / St. Lucie County Int. Airport

This report is issued to:

The LPA Group, Incorporated 4503 Woodland Corporate Boulevard Suite 400 Tampa, , FL 33614

Parcel Searched: Parcel ID#1421-701-0008-000-4. Site Address: 3685 Ridgehaven Road,

Ft. Pierce, FL

This is to certify that the company did cause to be conducted a search of the Public Records of St. Lucie County, Florida, for the purpose of identifying ownership to the above captioned real property; and as a result of that search, the individual(s)/entities shown below appear to have an interest (or a recently divested interest) in the following parcel(s) of land, to wit:

Being the same lands as described in that certain Warranty Deed recorded on July 30, 2002 in Official Records Book 1559, at Page 2493, of the Public Records of St. Lucie County, Florida, a copy of which is incorporated herein by reference.

- I. <u>Current Fee Title Holder</u>: **Nantone Development & Management Co., Inc., a Florida corporation**, by virtue of that certain Warranty Deed recorded on July 30, 2002 in Official Records Book 1559, at Page 2493.
- II. <u>Prior Chain Instrument</u>: Warranty Deed in favor of OMEC Corporation of Florida, a Florida corporation, as recorded on May 7, 1976 and recorded in Official Records Book 252, at Page 363.

Nothing contained herein shall be construed to (a) constitute an examination of title; (b) make any representation as to the insurability or marketability of title to any lands referenced herein; (c) imply any authenticity or legal sufficiency of any instrument referred to herein; (d) represent that title is legally vested as referred to herein; or (e) make any representation as to the existence or non-existence of mortgages, liens, judgments, or other encumbrances, as same were ignored for the purpose of this report.

Certified to **The LPA Group, Incorporated** as of May 17, 2010 (the "Effective Date").

ATLANTIC COASTAL TITLE CORPORATION

Authorized Signatory

ACTC File No:

30078101

Customer Ref:

3685 Ridgehaven Rd, Ft. Pierce, FL / St. Lucie County Int. Airport



Federal Aviation Administration

October 23, 2008

Ms. Diana D. Lewis, AAE Airport Director St. Lucie County International Airport 3000 Curtis King Blvd. Fort Fierce, Florida 34946

Orlando Airports District Office 5950 Hazeltine National Drive Suite 400 Orlando, Florida 32822



RE: St. Lucie County International Airport; Fort Fierce, Florida Letter of Release - Ridgehaven Area Release from AIP Grant Assurances

Dear Ms. Lewis:

This is in response to your letter dated September 8, 2008, requesting that +/-19.90 acres be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the St. Lucie County Board of County Commissioners. For purposes of Federal participation, this parcel was originally included in the Exhibit "A" Property Map.

The requested purpose of the release is to permit the Airport Owner to sell and convey title to a portion of the Ridgehaven area, as better described in the request for release letter, to the St. Lucie County Port Department for the purpose of developing a spoil site. In return the St. Lucie County Port Department will provide the St. Lucie County International Airport with \$867,000, the fair market value for +/- 19.90 acres.

We have concluded that the property requested for release, as described below, is no longer needed for an aeronautical purpose including serving as noise buffer land or runway protection zone land and that the release and use of such land for the stated purpose will not interfere with the operation, maintenance or future development of the St. Lucie County International Airport.

Legal Description:

A parcel of land lying in Section 28, Township 34 South, Range 40 East, St. Lucie County, Florida; said parcel being more particularly described as follows:

Commence at the Northeast corner of Lot 19, Block 6, of the plat of Fort Pierce Highlands Unit 1, as recorded in Plat Book 10, Page 29 of the public records of St. Lucie County, Florida; said point also being a point of the Westerly right-of-way line of Ridgehaven Road (also known as Old U.S. Highway No. 1), being a 66-foot wide right-of-way; thence along

said Westerly right-of-way line, South 22°01'10" East, a distance of 566.66 feet to the Point of Beginning of the herein described Parcel; thence continue along said Westerly right-of-way line, South 22°01'10" East, a distance of 1048.47 feet; thence departing said Westerly right-of-way line, North 90°00'00" West, a distance of 803.22 feet to a point on the Westerly line of the aforementioned plat of Fort Pierce Highlands Unit 1; thence along said Westerly line the following courses and distances; North 60°26'07" West, a distance of 129.54 feet; thence North 16°18'06" West, a distance of 113.50 feet; thence North 06°43'54"West, a distance of 241.87 feet; North 35° 38'12" West, 154.10 feet; South 89° 22'36" West, a distance of 10.36 feet; thence North 40° 54'17" West, a distance of 573.97'; thence departing said Westerly line, North 90° 00'00" East, a distance of 1059.00 feet to the Point of Beginning.

LESS AND EXCEPT

That parcel of land described in Tax Deed for Property Identification No. 1428-501-0069-010/9, as recorded in Official Record Book 1812, Page 37 of the public records of St. Lucie County, Florida. Said parcel being more particularly described as follows:

Subdivision of Russell Estates Section 28, Township 34 South, Range 40 East; from the intersection of the North line of Lot 12 & Westerly right-of-way of Ridgehaven Road, run Southerly on said right-of-way a distance of 147.11 feet to the Point of Beginning; thence run Westerly 84.47 feet; thence Southerly 60.84 feet; thence Easterly 110 feet to Westerly right-of-way of Ridgehaven Road; thence Northerly on said right-of-way to the Point of Beginning, as shown in Plat Book 1, Page 186 of the public records of St. Lucie County, Florida.

Containing 19.90 acres, more or less.

By accepting this Letter of Release, the airport owner agrees to:

- 1. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
- 2. Ensure that they and their successors and assigns restrict the height of structures, objects of natural growth, and other obstructions on the subject property to such a height so as to comply with Federal Aviation Regulations, Part 77.
- 3. Ensure that they and their successors and assigns prevent any use of the subject property that would interfere with landing or taking off of aircraft at the St. Lucie County International Airport or otherwise constitute an airport hazard.

- 4. Retain or reserve necessary interests or rights to ensure that the subject property will only be used for purposes that are compatible with the noise levels generated by aircraft using the airport.
- 5. Update the Airport Layout Plan and Exhibit "A" Property Map upon acceptance of the release to reflect the new airport boundaries.
- 6. Insure that they and their successors and assigns shall not permit/afford access from the subject property onto St. Lucie County International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of grant agreements as they may relate to the subject property. This release is effective on the date this agreement is signed by a representative of the Airport Owner.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

Sincerely,

W. Dean Stringer

Manager

1 Enclosure

cc: Rebecca Mainardi; FDOT/4

Accepted for St Lucie County Board of County Commissioners

By:

Title: Che

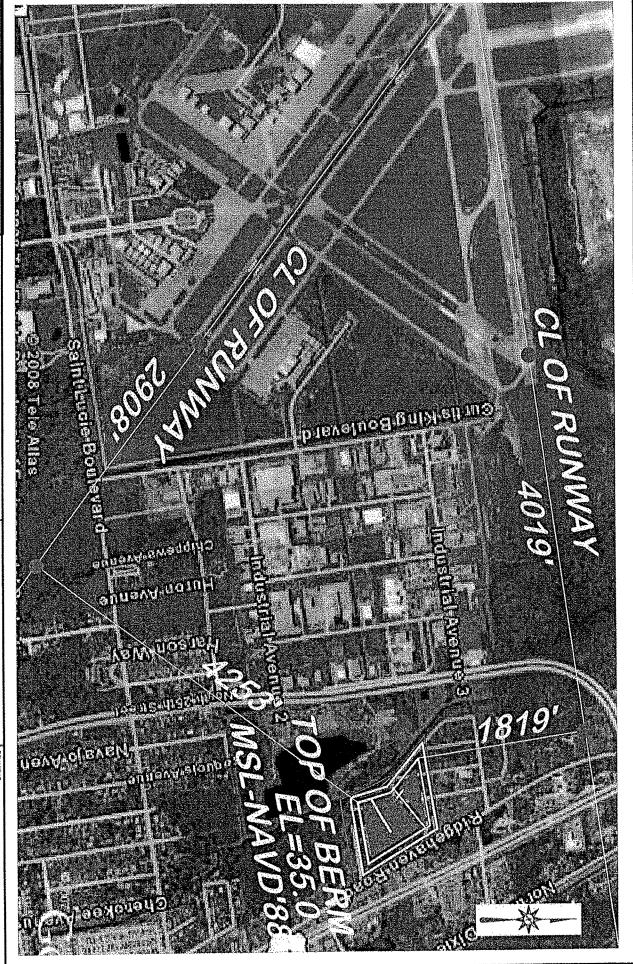
Date:

11-25-08

APPROVED AS TO FORM AND CORRECTNESS

Asof COUNTY ATTORNEY

ATTEST:





Engineering Division 2300 Virginia Ave. Ft. Pierce, FL 34982

ENGINEERS • SCIENTISTS Dredging & Marine Consultants

s 4643 S. Clyde Morris Blvd.
Unit 302
Port Orange, FL 32129

Phone:(386) 304-6505 Fax:(386) 304-6506 TAYLOR CREEK RESTORATION
DREDGING PHASE II

www.dmces.com

ST. LUCIE COUNTY, FLORIDA

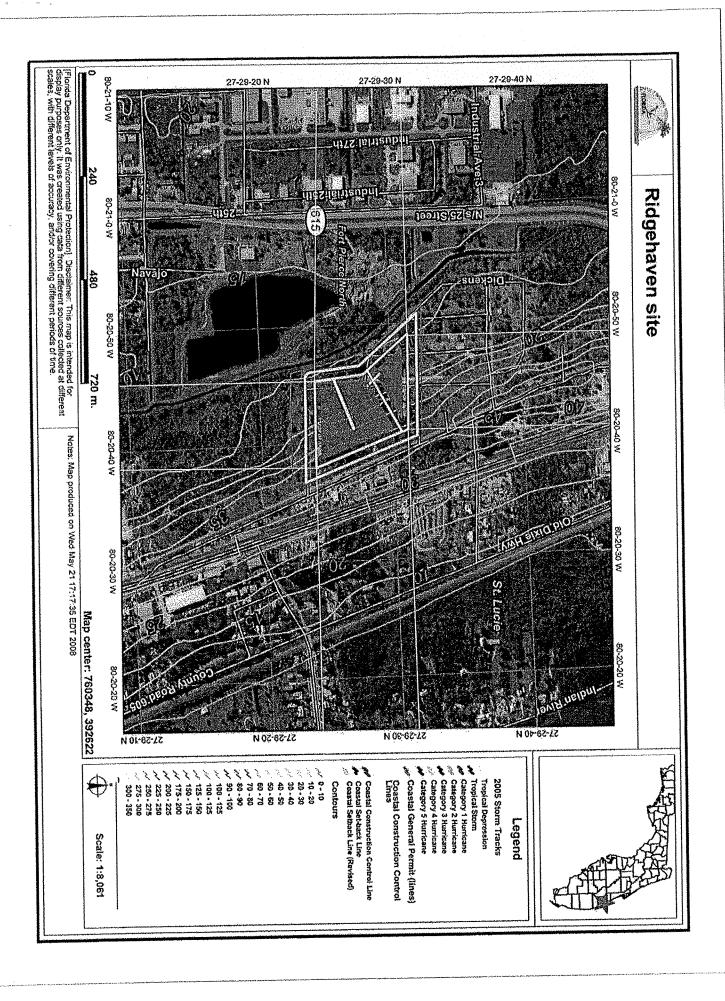
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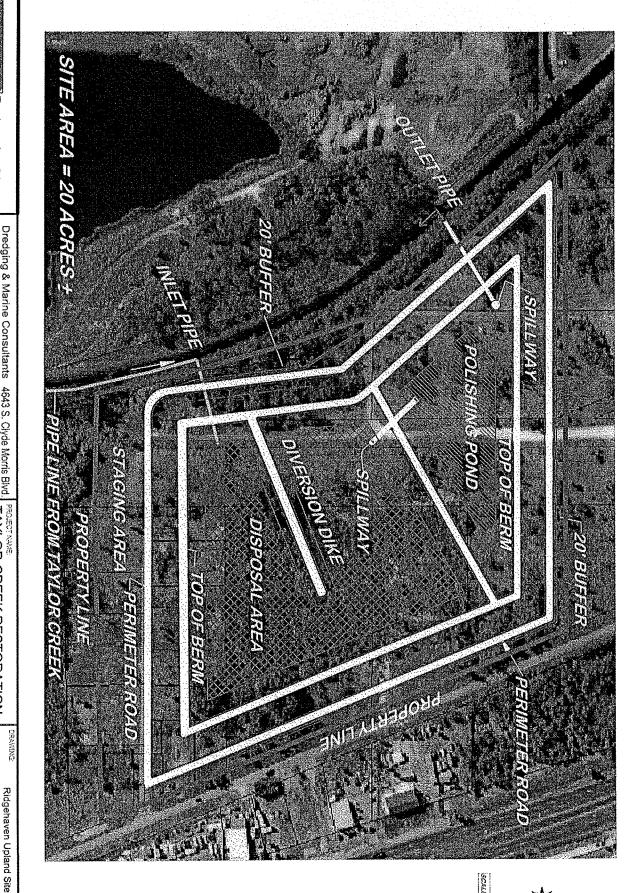
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Ridgehaven Upland Site

SKB CKW SCALE 1:250 8 4/19/08 2008







Engineering Division 2300 Virginia Ave. Ft. Pierce, FL 34982

Dredging & Marine Consultants 4643 S. Clyde Morris Blvd.
Unit 302 **ENGINEERS • SCIENTISTS**

Port Orange, FL 32129 Phone:(386) 304-6505

www.dmces.com

Fax:(386) 304-6506

TAYLOR CREEK RESTORATION DREDGING PHASE II

ST. LUCIE COUNTY, FLORIDA

CHECKED CNT SHOUD SKP MANAM CKM | C40 2008 08-002-12 SCALE 1:250 DATE 4/19/08